



Public Document Pack Housing and Community Overview and Scrutiny Agenda

Scrutiny making a positive difference: Member led and independent, Overview & Scrutiny Committee promote service improvements, influence policy development & hold Executive to account for the benefit of the Community of Dacorum

Wednesday 5 June 2019 at 7.30 pm

Conference Room 2 - The Forum

The Councillors listed below are requested to attend the above meeting, on the day and at the time and place stated, to consider the business set out in this agenda.

Membership

Councillor Adeleke (Vice-Chairman)
Councillor Mrs Bassadone
Councillor England
Councillor Imarni (Chairman)
Councillor Mahmood
Councillor Pringle
Councillor Arslan

Councillor Durrant
Councillor Johnson
Councillor Oguchi
Councillor Hollinghurst
Councillor Barry
Councillor Freedman

For further information, please contact Corporate and Democratic Support

AGENDA

1. MINUTES

To confirm the minutes from the previous meeting

2. APOLOGIES FOR ABSENCE

To receive any apologies for absence

3. DECLARATIONS OF INTEREST

To receive any declarations of interest

A member with a disclosable pecuniary interest or a personal interest in a matter who attends a meeting of the authority at which the matter is considered -

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent

and, if the interest is a disclosable pecuniary interest, or a personal interest which is also prejudicial

- (ii) may not participate in any discussion or vote on the matter (and must withdraw to the public seating area) unless they have been granted a dispensation.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Members' Register of Interests, or is not the subject of a pending notification, must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal and prejudicial interests are defined in Part 2 of the Code of Conduct For Members

[If a member is in any doubt as to whether they have an interest which should be declared they should seek the advice of the Monitoring Officer before the start of the meeting]

4. PUBLIC PARTICIPATION

An opportunity for members of the public to make statements or ask questions in accordance with the rules as to public participation

5. CONSIDERATION OF ANY MATTER REFERRED TO THE COMMITTEE IN RELATION TO CALL-IN

6. PROVISIONAL OUTTURN REPORT 2018/19 (Pages 3 - 14)

7. HOUSING QUARTER 4 PERFORMANCE REPORT (Pages 15 - 74)

8. PRIVATE SECTOR HOUSING (Pages 75 - 174)

9. TENANCY STRATEGY (Pages 175 - 196)

10. UNIVERSAL CREDIT UPDATE (Pages 197 - 209)

11. WORK PROGRAMME (Pages 210 - 211)



AGENDA ITEM: SUMMARY

Report for:	Housing and Community Overview and Scrutiny Committee
Date of meeting:	5 June 2019
PART:	1
If Part II, reason:	

Title of report:	Provisional Financial Outturn 2018/19
Contact:	Cllr Graeme Elliot, Portfolio Holder for Finance and Resources Nigel Howcutt, Assistant Director (Finance & Resources) Fiona Jump, Group Manager, Financial Services
Purpose of report:	To provide details of the outturn position for the: <ul style="list-style-type: none"> • General Fund • Housing Revenue Account • Capital Programme <p>To provide details of the proposed transfers to and from earmarked reserves.</p>
Recommendations	That Committee note the outturn position for 2018/19.
Corporate objectives:	Delivering an efficient and modern council.
Implications:	<u>Financial</u> This reports outlines the financial position of the Council for 2018/19, and reports on the financial implications of service

	<p>decisions made in the financial year. Where relevant it discusses the future impact of these decisions.</p> <p><u>Value for Money</u> Regular budget monitoring and reporting supports the effective use of the financial resources available to the Council.</p>
Risk Implications	This reports outlines the financial position for the Council for 2018/19 and quantifies the financial risk associated with service decisions.
Community Impact Assessment	The content of this report does not require a Community Impact Assessment to be undertaken.
Health And Safety Implications	There are no Health and Safety implications arising from this report.
Consultees	The position reported within this report has been reviewed and discussed with relevant Council Officers.
Glossary of acronyms and any other abbreviations used in this report:	<p>GF – General Fund HRA – Housing Revenue Account</p>

1. Executive Summary

- 1.1 The provisional year-end financial outturn is showing a balanced budget on the General Fund, as shown in paragraph 3.2. There are variances across different service areas as highlighted in section 4, but the overall budget is showing a balanced position. This is in contrast to previous years' surpluses and reflects the challenging financial environment relating to the cumulative impact of year on year additional savings requirements.
- 1.2 This year's outturn position has been analysed as part of the normal year-end review, to ensure that any one-off items have been challenged and any new savings have been identified and will be captured in the base budgets going forward.
- 1.3 The HRA has seen an operating underspend of £235k; after technical adjustments to bad debt provision and depreciation the revenue contribution to capital has been reduced by £546k; the details are presented in Appendix B and section 6.
- 1.4 Housing and Community General Fund Capital budgets have seen slippage of £2m, predominantly as a result of £2.1m slippage in Housing Association Right To Buy funded Affordable Housing Developments. More detail is provided in Section 7 of this report.
- 1.5 The HRA Capital programme is consistent with previous reports with the main item being slippage on Planned Fixed Expenditure of £0.9m. This has been retained in order to fund planned work in 2019/20.

2. Introduction

2.1 The purpose of this report is to outline the Provisional Outturn for 2018/19, prior to the production of the Statement of Accounts. Outturn is reported for the following:

- General Fund
- Housing Revenue Account (HRA)
- Capital Programme

2.2 The Council's outturn position is a primary source of information for the production of the Statement of Accounts. The outturn position detailed in this report may be subject to further amendment as work continues on the preparation of the Accounts. The Final Outturn position, along with movements in reserves, will be reported to Audit Committee for sign off at its meeting of 18th July 2019.

3. General Fund Revenue Account

3.1 The General Fund revenue account records the income and expenditure associated with all Council functions except management of the Council's own housing stock, which is accounted for within the Housing Revenue Account (HRA) (see Section 6).

3.2 Appendix A provides an overview of the General Fund provisional outturn position, and the table below provides an overview by Scrutiny area.

	Budget £000	Outturn £000	Variance £000 %	
Finance & Resources	13,359	13,619	260	1.9%
Strategic Planning & Environment	7,718	8,374	656	8.5%
Housing & Community	361	194	(167)	-46.3%
Net Cost of Services	21,438	22,187	749	3.5%
Investment Property	(4,103)	(4,090)	13	-0.3%
Corporate items	(17,342)	(18,104)	(762)	4.4%
Contribution (to)/from General Fund Working Balance	(7)	(7)	0	

3.3 The following section provides an analysis of the provisional outturn and major budget variances for Housing and Community Scrutiny area.

4. Housing and Community

Housing & Community	Budget £000	Outturn £000	Variance	
			£000	%
Employees	3,792	3,846	54	1.4%
Premises	944	637	(307)	-32.5%
Transport	17	14	(3)	-17.6%
Supplies & Services	1,303	1,253	(50)	-3.8%
Third Parties	0	16	16	0.0%
Income	(4,994)	(5,048)	(54)	1.1%
Earmarked Reserves	(701)	(524)	177	-25.2%
	361	194	(167)	-46.3%

4.1 Premises - £307k under budget

An underspend of £250k has occurred in the garages service, as the budget for repairs and maintenance has not been spent in full this year, awaiting the outcome of a full stock condition survey across the Borough.

4.2 Income - £54k overachievement

Within this category, there is an under-achievement of income on Garages of £350k. A full review of the garage service is underway.

Additional income of £240k has been generated from Temporary Accommodation as a result of the high demand in the borough. The Council's own properties are being used to house tenants on a temporary basis rather than more expensive bed and breakfast accommodation.

There are other minor over-achievements of income across services, including an additional £32k for HMO licences (Housing Multiple Occupancy), which are budgeted for in 2019/20.

5. Corporate Items

5.1 Appendix A includes the outturn for corporate items. These are largely year-end accounting adjustments:

At year end £336k of new burdens grants have been received in 2018/19. Included in this is £78k of funding relating to the Revenues and Benefits service to cover the additional costs incurred in the delayed Universal Credit roll out, £68k of new burdens funding relating to the Strategic Planning service, and £64k in Homelessness Reduction funding. New Homes Bonus is also £24k over the budgeted amount.

Interest income has exceeded budget by £282k. Cash balances have exceeded expectation in 2018/19 assisted by slippage in the capital programme. The GF apportionment of additional income was greater than previously anticipated.

The Minimum Revenue Provision, which is a statutory adjustment to pay off accumulated capital spend, is £140k lower than budgeted. This is as a result of a combination of reduced capital spend against budget and a technical review of accounting treatment.

6. Housing Revenue Account (HRA)

6.1 The HRA is a ring-fenced account relating to the Council's Landlord functions. A guiding principle of the HRA is that revenue raised from rents and service charges must be sufficient to fund expenditure incurred. The forecast outturn position for the HRA is shown at Appendix B.

6.2 The following sections provide an analysis of the projected provisional outturn and major budget variances shown by HRA grouping as set out in Appendix B.

6.3 Dwelling Rents - £141k under budget

The variance on dwelling rents is due to the void rate in the first 6 months of the year running at 1%, which was higher than the anticipated 0.8%. This has given rise to a variance of approximately £60k. The balance is due to change in the number of new build properties being let from assumptions used at budget setting time, partially offset by lower number of right to buy sales (55 expected, 29 actual).

6.4 Tenants' Charges - £148k over-achievement of income

The variance in this area is due to 2 main factors; firstly income from recovery of service charges has been higher than anticipated (£110k) and secondly a grant from Hertfordshire County Council was received for Housing Related Support which was expected to have ceased (£56k).

6.5 Provision for Bad Debts - £394k under budget

An increase of £400k was factored into the budget for 2018/19 to allow for potential increases in rent arrears due to the roll-out of Universal Credit. As the roll out has not progressed as quickly as expected, the full budget has not been required. This reduction has been allocated to the revenue contribution to capital.

6.6 Depreciation - £1.1m over budget

This increased charge is due to housing stock having increased in value and as a result, capital charges have also seen an increase. The depreciation charge is allocated to the Major repairs reserve to fund future maintenance requirements on the HRA housing stock.

6.7 Revenue Contribution to Capital - £550k under budget

The impact of the additional depreciation charge and the reduced bad debt requirements is a reduction in the revenue contribution to capital.

7. Capital Programme

7.1 Appendix C shows the projected capital outturn in detail by scheme.

The table below summarises the overall capital outturn position for Housing and Community Scrutiny area.

The current budget is the original budget approved by Cabinet in February 2018, plus approved amendments, including re-phasing of the slippage identified in previous quarters into 2019/20.

The 'Slippage' column refers to projects where expenditure is still expected to be incurred, but it will now be in 2019/20 rather than 2018/19.

The 'Variance' column refers to projects which are now complete, but have come in under or over budget and projects which are no longer required.

	Current Budget	Slippage	Revised Budget	Provisional Outturn	Variance	
	£000	£000	£000	£000	£000	%
Housing & Community	7,370	(2,097)	5,273	5,308	35	0.5%
G F Total	7,370	(2,097)	5,273	5,308	35	0.5%
HRA Total	26,287	(1,542)	24,745	24,725	(20)	-0.1%
Grand Total	33,657	(3,639)	30,018	30,033	15	0.0%

7.2 General Fund Major Variances

There is overall slippage of £2.1m on the General Fund. The rephasing to future years includes:

- Line 1: accelerated spend of £106k on Verge Hardening Programme. The scheme has moved more quickly than anticipated, completing a total of 16 schemes in year.
- Line 5: slippage of £2.1m on Affordable Housing Development Fund. This budget is for the payments of grants to Housing Associations. The variance is due to timing on payments of the grants, which will now take place in 2019/20.

7.3 There is slippage of £1.5m on the HRA capital programme.

- Line 14: slippage of £935k on DBC Commissioned Capital Works. £465k relates to the gain share element on the Osborne contract, which could not be reliably projected as this is performance and saving based. In addition there was an underspend in the Gas and Heating capital budget due to a relatively mild winter, combined with correctly targeted investment/boiler replacement in first 3 quarters,

which resulted in a reduced need for boiler replacement in Quarter 4. This was also combined with a gain share that was not practical to reinvest in final quarter.

In addition the capital programme includes a proportion of projects with leaseholder impact and subsequent service charge recovery. This work will now take place in 2019/20 once the necessary leaseholder consultation has been carried out.

- Line 17: additional spend of £239k on Martindale against what was forecast at Quarter 3. A mild winter during Quarter 4 has meant that progress has been faster than anticipated once start on site was achieved.
- Line 19: slippage of £500k on Stationers Place. The start on site has been delayed due to protracted discussions with Herts County to agree site access.

The nature of large capital build projects is that there is often some slippage on projects due to the volume of differing variables involved. The finance team have worked closely with project leads to re-profile the 2019-23 capital programme with the expectation that capital spend will be aligned with budget expectations.

8. Balances and Reserves

8.1 The Reserves Summary at Appendix D reflects the movements approved by Council in February 2019 and updated for the reserve movements as set out below.

8.2 In cases where reserves were to be drawn down in 2018/19 to fund budgeted expenditure which was not spent in full, only the amount required to fund actual expenditure was drawn down. Where the balance is now required in 2019/20, the carry forward of unspent reserve budgets is recommended.

8.3 Variances over £50k on recommended reserve movements compared to the original budget and additional movements approved in year are as follows:

- Earmarked Grants Reserve - £64k contribution to reserves of additional grant income received relating to Homelessness prevention. This grant has been set aside to be spent in 2019/20.

8.4 It has been recommended that Cabinet recommend to Council the following additional reserves movements arising from the provisional year-end position, and delegate approval to the Audit Committee for any changes to these movements as a result of the final outturn position following completion of the external audit:


- Management of Change Reserve – net £125k contribution to reserve. A contribution to the Management of Change Reserve is recommended which is the net effect of £345k draw down from reserves to fund the expected one-off costs associated with the implementation of the leisure contract, offset by a contribution of £470k from various year end technical adjustments detailed in section 5.
- Local Development Framework (LDF) Reserve - £375k contribution to reserve to support the Hemel Garden Communities development.
- Funding Equalisation Reserve - £2.8m contribution to reserve arising from a combination of timing differences in Collection fund Income (Council tax and Non-

Domestic Rates) received or paid by the council and additional government grants received to fund the collection service.



Dacorum Borough Council
Revenue Budget Monitoring Report 2018/19

	<i>Month</i>			<i>Year-to-Date</i>			<i>Full Year</i>		
	Budget £000	Actuals £000	Variance £000	Budget £000	Actuals £000	Variance £000	Budget £000	Outturn £000	Variance £000
Cost of Services									
Finance and Resources	934	(3,794)	(4,728)	13,359	13,619	260	13,359	13,619	260
Housing and Community	(156)	4,484	4,640	361	194	(167)	361	194	(167)
Strategic Planning and Environment	200	345	145	7,718	8,374	656	7,718	8,374	656
Net Cost of Services	978	1,035	57	21,438	22,187	749	21,438	22,187	749
Other Items									
Investment Property	(48)	(46)	2	(4,103)	(4,090)	13	(4,103)	(4,090)	13
Investment Income	(13)	33	46	(158)	(440)	(282)	(158)	(440)	(282)
Interest Payments and MRP	81	544	463	970	831	(139)	970	831	(139)
Parish Precept Payments	0	0	0	778	778	0	778	778	0
Government Grants	(174)	(464)	(290)	(2,086)	(3,895)	(1,809)	(2,086)	(2,424)	(338)
Revenue Contribution to Capital	2,111	2,110	(1)	2,111	2,110	(1)	2,111	2,111	0
Taxation (Council Tax and Business Rates)	(1,237)	(4,819)	(3,582)	(14,843)	(16,589)	(1,746)	(14,843)	(14,843)	0
Surplus / Deficit on Provision of Services	720	(2,642)	(3,362)	(17,331)	(21,295)	(3,964)	(17,331)	(18,077)	(746)
Transfers between Reserves / Funds									
Net Recharge to the HRA	(343)	(839)	(496)	(4,114)	(4,117)	2,451	(4,114)	(4,117)	(3)
Net Movement on General Fund Working Balance	1,350	(2,446)	(3,796)	304	(3,225)	(1,075)	(7)	(7)	0

 Housing Revenue Account 2018/19 Outturn Revenue Budget Monitoring Report				
	Adjusted Budget £000	Outturn £000	Variance £000	%
Income:				
Dwelling Rents	(53,044)	(52,903)	141	-0.3%
Non-Dwelling Rents	(102)	(148)	(46)	45.1%
Tenants Charges	(1,512)	(1,660)	(148)	9.8%
Leaseholder Charges	(487)	(513)	(26)	5.3%
Interest and Investment Income	(390)	(328)	62	-15.9%
Contribution towards Expenditure	(535)	(623)	(88)	16.4%
Total Income	(56,070)	(56,175)	(105)	0.2%
Expenditure:				
Repairs & Maintenance	12,113	12,153	40	0.3%
Supervision & Management	12,043	11,966	(77)	-0.6%
Rent, Rates, Taxes & Other Charges	34	60	26	76.5%
Interest Payable	11,594	11,594	0	0.0%
Provision for Bad Debts	700	306	(394)	-56.3%
Depreciation	12,000	13,113	1,113	9.3%
HRA Democratic Recharges	301	244	(57)	-18.9%
Revenue Contribution to Capital	7,285	6,739	(546)	-7.5%
Total Expenditure	56,070	56,175	105	0.2%
HRA Deficit / (Surplus)	0	0	0	0.0%
Housing Revenue Account Balance:				
Opening Balance at 1 April 2018	(2,892)	(2,892)	0	0.0%
Deficit / (Surplus) for year	0	0	0	0.0%
Proposed Contributions to Reserves	0	0	0	
Closing Balance at 31 March 2019	(2,892)	(2,892)	0	

CAPITAL PROGRAMME BY SCRUTINY COMMITTEE

CAPITAL PROGRAMME BY SCRUTINY COMMITTEE					APPENDIX C		
Scheme	Budget Holder	Current Budget	YTD Spend	Outturn	Slippage	Over / (Under)	
General Fund							
Housing & Community							
People							
1	Verge Hardening Programme	Matt Rawdon	284,128	390,191	390,191	106,063	0
2	Storage Facility at Grovehill Adventure Playground	Matt Rawdon	25,000	0	0	(25,000)	0
			309,128	390,191	390,191	81,063	0
Procurement and Contracted Services							
3	Rolling Programme - CCTV Cameras	Ben Hosier	25,000	22,686	22,686	0	(2,314)
4	Alarm Receiving Centre	Ben Hosier	65,000	31,373	31,373	(33,627)	0
			90,000	54,059	54,059	(33,627)	(2,314)
Strategic Housing							
5	Affordable Housing Development Fund	David Barrett	5,995,000	3,932,433	3,932,433	(2,062,567)	0
6	Westerdale (Garage Development)	David Barrett	207,843	21,065	21,065	(186,778)	(0)
7	Northend (Garage Development)	David Barrett	207,843	345,806	345,806	137,963	0
8	Wood House - Office Space Fit Out	David Barrett	500,000	536,901	536,901	0	36,901
9	Temporary Accommodation - creation of new units	David Barrett	60,000	27,289	27,289	(32,711)	0
			6,970,686	4,863,493	4,863,493	(2,144,094)	36,901
Totals - Fund: General Fund			7,369,814	5,307,743	5,307,743	(2,096,657)	34,586
Housing Revenue Account							
Property & Place							
10	Planned Fixed Expenditure	Alan Mortimer	11,479,274	11,171,026	11,171,008	0	(308,266)
11	Pain/Gain Share (Planned Fixed Expenditure)	Alan Mortimer	0	(465,004)	(465,004)	0	(465,004)
12	M&E Contracted Works	Alan Mortimer	600,000	621,148	621,148	0	21,148
13	Communal Gas & Heating	Alan Mortimer	2,975,000	2,634,840	2,634,840	0	(340,160)
14	DBC Commissioned Capital Works	Alan Mortimer	1,096,000	1,253,254	1,253,254	(935,030)	1,092,284
15	Special Projects	Alan Mortimer	50,000	43,147	43,147	(6,853)	0
			16,200,274	15,258,410	15,258,391	(941,883)	0
Strategic Housing							
16	New Build - General Expenditure	David Barrett	(336,953)	0	0	(228,542)	565,495
17	Martindale	David Barrett	1,785,764	2,025,173	2,025,173	239,409	(0)
18	Kylina Court (Previously known as Wood House)	David Barrett	5,454,805	4,841,594	4,841,594	0	(613,211)
19	Stationers Place / Apsley Paper Mill	David Barrett	1,469,127	969,169	969,169	(499,958)	(0)
20	Able House	David Barrett	19,246	0	0	0	(19,246)
21	Swing Gate Lane	David Barrett	572,921	754,861	754,861	0	181,940
22	Swing Gate Lane Conversion	David Barrett	889,553	764,577	764,577	0	(124,977)
23	Bulbourne	David Barrett	9,500	5,344	5,344	(4,156)	(0)
24	Coniston Road	David Barrett	18,800	800	800	(18,000)	0
25	Eastwick Row	David Barrett	64,000	52,471	52,471	(11,529)	0
26	St Margaret's Way	David Barrett	100,000	20,852	20,852	(79,148)	(0)
27	Paradise Fields	David Barrett	20,000	14,261	14,261	(5,739)	(0)
28	3 London Road	David Barrett	10,000	0	0	0	(10,000)
29	Gaddesden Row	David Barrett	10,000	17,668	17,668	7,668	(0)
			10,086,763	9,466,768	9,466,768	(599,995)	(20,000)
Totals - Fund: Housing Revenue Account			26,287,037	24,725,178	24,725,160	(1,541,878)	(19,999)
Totals			33,656,851	30,032,921	30,032,903	(3,638,535)	14,587

General Fund Reserves Summary	Balance as at 31/03/2018 £'000	Adjusted Budget 2018/19 £'000	Outturn 2018/19 £'000	Balance as at 31/03/2019 £'000
Civic Buildings Major Repairs Reserve	200			200
Capital Development Reserve	465	(165)	(165)	300
Earmarked Grants Reserve	103	(61)	3	106
Management of Change Reserve	1,425	(484)	(334)	1,091
Technology Reserve	56	200	200	256
Savings Efficiencies Reserve	0	604	604	604
On Street Car Parking Reserve	212	(20)	(10)	202
Local Development Framework Reserve	66		353	419
Dacorum Development Reserve	164	(210)	(128)	36
Planning Enforcement & Appeals Reserve	54			54
Planning & Regeneration Project Reserve	141	(67)	(38)	103
Litigation Reserve	201		86	287
Vehicle Replacement Reserve	1,050	350	350	1,400
Invest to Save	248	(50)	(50)	198
Tring Swimming Pool Repairs Reserve	8	8		8
Youth Provision Reserve	61	(40)	(17)	44
Election Reserve	90	30	30	120
Uninsured Loss Reserve	586		(86)	500
Training & Development Reserve	56	(22)	(33)	23
Housing Conditions Survey Reserve	96	15		96
Dacorum Partnership Reserve	39			39
Dacorum Rent Aid - Guarantee Scheme	15			15
Rent Guarantee Scheme Reserve	15			15
Funding Equalisation Reserve	2,480		2,817	5,297
Pensions Reserve	1,773	200	200	1,973
Maylands Plus Reserve	46	23		46
Total Earmarked Reserves	9,650	311	3,782	13,432
Working Balance	2,502	7	5	2,507
Total General Fund Reserves	12,152	318		15,939



Report for:	Housing & Communities Overview & Scrutiny Committee
Date of meeting:	5th June 2019
PART:	1
If Part II, reason:	

Title of report:	2018/19 Quarter 4 Performance Report, Service Plan Update & Operational Risk Register – Housing
Contact:	Councillor Margaret Griffiths, Portfolio Holder for Housing Author/Responsible Officer – Fiona Williamson – Assistant Director - Housing
Purpose of report:	1. To update the Committee on the Performance of the Housing Service - Quarter 4 2018/19 2. To inform the Committee on the progress of the 2018/19 Housing Service Plan and Operational Risk Register
Recommendations	That the Committee note the Performance Report, Service Plan and Operational Risk Register
Corporate objectives:	Affordable Housing
Implications:	<u>Financial</u> All areas of the service are subject to Monthly Budget Monitoring Meetings with the HRA Financial Accountant. Budget Reporting is quarterly to Housing and Communities Overview and Scrutiny Committee.
'Value For Money Implications'	<u>Value for Money</u> The Housing Service & its costs are reviewed annually through a national benchmarking organisation (Housemark)
Risk Implications	Housing Operational Risk Register details the risks associated with the management of the housing service.

Equalities Implications	Community Impact Assessments are developed whenever there is a requirement to change or create a new policy or procedure or significant change to service delivery.
Health And Safety Implications	Health & Safety is an identified key risk for the Housing Service.
Consultees:	Mark Gaynor – Corporate Director, Housing and Regeneration Alan Mortimer – Group Manager Property and Place Natasha Beresford – Group Manager Strategic Housing Layna Warden – Group Manager Tenants and Leaseholders David Barrett – Group Manager, Housing Development
Background papers:	n/a
Historical background <i>(please give a brief background to this report to enable it to be considered in the right context).</i>	In consultation with staff and members of the Tenants & Leaseholder Committee, a set of performance indicators are agreed, approved by the Portfolio Holder for Housing. These indicators are monitored monthly and reported to the HCOSC quarterly. In addition, there are suites of contractual performance indicators used to monitor the performance of the contractors delivering the services and these are linked to their profit.
Glossary of acronyms and any other abbreviations used in this report:	TLC – Tenants & Leaseholder Committee HRA – Housing Revenue Account TAM – Total Asset Management ASB – Anti-Social Behaviour

1.0 Introduction

- 1.0.1 This report details the performance of the Housing Service during the fourth quarter of 2018/19 against a raft of performance indicators. Annually, at the end of the financial year, there is a review of all performance indicators. Targets are altered to reflect previous performance or future challenges, such as the introduction of Universal Credit. Performance indicators are contained in Quarterly report extracted from Rocket, the performance-reporting tool, in Appendix A

- 1.0.2 The report also details the Housing Service Plan and Operational Risk Register. The Service Plan and Risk Register have quarterly reviews and updated to reflect the progress against the various milestones and establish if there have been any changes to the risk rating or likelihood of occurrence. In order to reduce the potential of the risk occurring, various mitigations are in place to reduce the likelihood or severity of occurrence. The Service Plan and Risk Register are contained at Appendix B.

2.0 Housing Performance Report – Q4 2018/19

- 2.0.1 Appendix A shows performance against the 'Service Critical' performance indicators for the 4th Quarter of 2018/19.
- 2.0.2 The performance in the majority of areas has been good, with the exception of three areas. The two indicators, which relate to the re-letting of empty homes, SH03a and SH04e, remained red and in addition, HL 05a the percentage of stage 1 complaints responded to within target was red.
- 2.0.3 Two further indicators were above target but within tolerance, TL15, which tracks the satisfaction with medium level ASB cases and TL13a Percentage of Community Alarm calls answered within 1 minute.
- 2.0.4 SH03a, the ability to re-let properties has been below target consistently throughout the year, but has started to show an improvement in the final quarter of the year, from 51.4 days in Q3 to 42.8 days in Q4, which follows extensive work undertaken by the team. In Q1 of 2019-20, the whole process is being reviewed to include all functions undertaken in the key-to-key journey, both internally and externally. During 2018-19, the methodology for calculating the average days, included properties that have adaptations, or are to be adapted for incoming tenants as well as those requiring major structural work. In order for the Council to benchmark performance with other local authorities, these will be reported separately in 2019-20.
- 2.0.5 SH04e, the percentage of all properties let in target at 52%, was again below target, but there was an improvement since Q3, when only 41.76% were let within target. This aligns with the performance of SH03a and further work is underway to ensure the process is as lean as possible.
- 2.0.6 HL 05a the percentage of stage 1 complaints responded to within target fell below the target and 6 of the 22 received were sent out after the 20-day target. There were a number of complex complaints that covered more than one area of the service, which required a longer period of investigation, during which tenants were contacted to advise of delays, or work undertaken that addressed the complaint, which was followed up in the response.
- 2.0.7 TL15, the satisfaction with the outcome of ASB cases was 67% and work is ongoing to develop a new corporate strategy to manage ASB cases, which will provide improved management of tenant expectations, in respect of the sanctions available to the Council and the need to consider evidence and proportionality.
- 2.0.8 TL13a, the percentage of Community Alarms answered within 1 minute, has improved since the last quarter. An Improvement Notice was served on Tunstall and in line with the provisions in the contract; the Council have been receiving regular


status updates from Tunstall on the impact of the interventions that they have introduced. The indications from the first month of Q1 2019-20 is positive with further improvements in the percentage of alarms being answered in 1 minute.


3.0 Housing Service Plan & Operational Risk Register


- 3.0.1 The 2018/19 Housing Service Plan and Operational Risk Register are contained in Appendix B and provide an update on progress against the various objectives and an update on the operational risks.
- 3.0.2 The majority of Service Plan objectives have been completed, with the exception of those scheduled to be ongoing into 2019-20, some due to the required input from external partner agencies or the need to comply with the introduction of legislation or recommendations arising from the Hackitt Report.

Indicator Name	Results Mar-2019	Last Quarters Results Dec-18	Last Years Results Mar-18	RAG	Comments	Actions
Affordable Housing - Achieve good social housing						
PP12 - Percentage of non-urgent repairs completed within target	99% Target: 98	99% Target: 98	98% Target: 98	0 0 4	No Comments	No Info
PP13b - Percentage of responsive repairs completed right first time	91% Target: 78	91% Target: 78	86% Target: 78	0 0 4	No Comments	No Info
PP15 - Percentage of tenants satisfied with the service planned and responsive works	99% Target: 90	99% Target: 90	99% Target: 90	0 0 4	No Comments	No Info
TL02 - Rent collected as a percentage of rent owed (excluding current arrears brought forward)	100.79% Target: 99	101.01% Target: 99	99.8% Target: 99	0 0 4	Updater Comments: This is an excellent result and collection of over 100% of the debit means that inroads are being made into historic arrears	No Info
SH36 - Number of illegal evictions prevented	1 People Info Only	0 People Info Only	No Data Info Only		Updater Comments: The team have found we are getting approaches from the public detailing several issues. This has included the threat of eviction from a landlord, but with intervention, and advice to landlords this has prevented.	No Info
TL55 - % of tenants paying for their house or garage rent by Direct debit	38.33% Target: 0	38.75% Target: 0	No Data Target: 0	0 0 0	No Comments	No Info
PP13a - Percentage of responsive repairs completed within target	99.12% 6443 / 6500 Target: 97	99.34% 6362 / 6404 Target: 97	97.36% 6200 / 6368 Target: 97	0 0 4	No Comments	No Info

Indicator Name	Results Mar-2019	Last Quarters Results Dec-18	Last Years Results Mar-18	RAG	Comments	Actions
SH03a - Average Time (working days) to re-let all properties	42.8 Days 4404 / 103 Target: 30	51.4 Days 4828 / 94 Target: 30	33.7 Days 4242 / 126 Target: 30	4 0 0	<p>Updater Comments: a disappointing final quarter as a large amount of work has taken place to improve the number of days a property of void. This is likely to show in figures over the coming months.</p> <p>Approver Comments: Major works and disabled adaptations to be reported separately from this overall figure going forward. It is felt that this will provide more accurate reflection of performance, which still requires improvement.</p>	Review of the Empty Homes performance to be undertaken by GM Property & Place, trial move of Lettings Officers to P&P to take place from May 2019.
SH07a - Number of new housing advice cases received	458 Cases Info Only	482 Cases Info Only	538 Cases Info Only		Updater Comments: There is no significant difference between this quarter and the last. New approaches have remained almost the same, however there is a significant difference between this quarter and same time last year.	No Info
PP04 - Percentage of properties passing QA checks Repairs and voids	99% Target: 98	99% Target: 98	100% Target: 98	0 0 4	No Comments	No Info
PP05 - Percentage of properties passing QA checks Planned works	100% Target: 98	100% Target: 98	100% Target: 98	0 0 4	No Comments	No Info

Indicator Name	Results Mar-2019	Last Quarters Results Dec-18	Last Years Results Mar-18	RAG 	Comments	Actions
TST02 - % of Tenancy Sustainment cases where rent arrears were reduced	93% 13 / 14 Target: 70	92% 11 / 12 Target: 70	62% 8 / 13 Target: 70	0 0 4	Updater Comments: The TSO's continue to demonstrate the value of intervention in establishing good repayment arrangements to reduce the rent owed to DBC but also establishing repayment arrangements that continue following case closure.	No Info
PP01 - Percentage of dwellings with a valid Gas Safety Certificate	100% Target: 100	100% Target: 100	99.94% Target: 100	0 2 2	No Comments	No Info
SH04e - % of all properties let in target	52% 52 / 100 Target: 70	41.76% 38 / 91 Target: 70	76.98% 97 / 126 Target: 70	4 0 0	Updater Comments: figures have been poor over the last quarter and a number of areas have been identified and reviewed in order to improve the key to time.	No Info
SH20e - Number of Applicants on Housing Register	5712 Applications Info Only	5665 Applications Info Only	31750 Applications Info Only		No Comments	No Info
PP10 - Percentage of emergency repairs completed within 4 hours	100% Target: 99	100% Target: 99	98% Target: 99	0 0 4	No Comments	No Info
Affordable Housing - Design and enable a more varied housing offer						
SH37 - Number of rough sleepers approaching	7 People Info Only	6 People Info Only	0 People Info Only		Updater Comments: Number of rough sleepers approaching has remained the same and it is the same rough sleepers we have approaching all the time.	No Info
SH38 - Number of main duty applications	24 Applications Info Only	39 Applications Info Only	No Data Info Only		Approver Comments: Main duty applications have gone down and would put this down to extended prevention cases. This means it's taking longer for Officers to take main duty applications.	No Info

Indicator Name	Results Mar-2019	Last Quarters Results Dec-18	Last Years Results Mar-18	RAG	Comments	Actions
SH39 - Number of cases where prevention has been successful	21 People Info Only	50 People Info Only	No Data Info Only		Updater Comments: Significant decrease compared to the last quarter at 50. Reasons already given.	No Info
SH40 - Number of cases where relief has been successful	12 People Info Only	27 People Info Only	No Data Info Only		Updater Comments: Same as successful prevention cases, this is quite low compared to the last quarter at 27. Reasons already given.	No Info
Building Community Capacity - Empower local community action and delivery						
SH32 - Total number of times the service has engaged with tenants (not social media)	240 People Info Only	348 People Info Only	No Data Info Only		No Comments	No Info
Dacorum Delivers - Performance excellence						
TL13a - Percentage of Community Alarm calls answered within 1 min	94.47% Target: 97.5	92.42% Target: 97.5	97.72% Target: 97.5	1 1 2	Updater Comments: The upgrade to the system impacted the last quarters KPI's. As stated there have been a number of steps taken to resolve this by Tunstall including review of staffing arrangements, changes to rota's and urgent contract monitoring meetings.	performance will be monitored closely throughout the length of the remediation notice and appropriate action will be taken thereafter.
Dacorum Delivers - Reputation and profile delivery						
HL05a - Stage 1 Complaints responded to within target for Housing	72.73% 16 / 22 Target: 85	88.24% 30 / 34 Target: 85	100% 31 / 31 Target: 85	1 0 3	No Comments	No Info
Safe and Clean Environment - Maintain a clean and safe environment						

Indicator Name	Results Mar-2019	Last Quarters Results Dec-18	Last Years Results Mar-18	RAG	Comments	Actions
SH34 - Total number of Houses in Multiple Occupation (HMO's) with a license	136 Dwellings Info Only	123 Dwellings Info Only	No Data Info Only		Updater Comments: The team have been working on the backlog of applications. As each application involves an officer to obtain all supporting documents, then a 2-officer visit, a 21-day objection period, this process takes up to 3 months to complete. The last quarters figures were of 43, several licences have expired over the last quarter, so whilst 47 is an increase, it may not reflect the number that have been licenced.	No Info
SH35 - Number of licence applications	3 Dwellings Info Only	23 Dwellings Info Only	No Data Info Only		Updater Comments: Over the last quarter applications have been received, but not to the expected volumes from the BRE Report. The Private Sector Support Officer is concentrating on reviewing all pending applications and making contact to obtain any the outstanding documents required and contact each applicant. Once this has been completed the cases will be passed to officer for next stages.	No Info
TL15 - Satisfaction with the outcome of medium level ASB cases	67% 4 / 6 Target: 75	50% 6 / 12 Target: 75	86% 18 / 21 Target: 75	0 4 0	Updater Comments: The Satisfaction feedback is relatively low in comparison to the amount of cases closed each month. The quarterly figures reflect only a small fraction of the cases closed each month.	Tenant expectations need to be managed closely. Staff need to encourage more tenants to provide feedback



APPENDIX B

Housing

Service Plan

Period of the Plan	2018/19
Services: Housing	<ul style="list-style-type: none">• Group 1 Strategic Housing• Group 2 Property & Place• Group 3 Tenants & Leasehold• Group 4 Housing Development

Delivery

Council Priorities & Service Objectives

Priorities	Service objectives (outcome focused)	Barriers to overcome
Ensuring economic growth and prosperity		
Affordable Housing	<p>Strategic Tenancy Policy</p> <p>Full Implementation of Homelessness Reduction Act and report impact to CMT, Scrutiny & Cabinet</p> <p>Undertake the review of the Total Asset Management Contract to ensure the contract remains fit for purpose and is delivering the strategic and operational objectives</p> <p>Establish and procure a supply chain framework to provide resilience in the event of contractor collapse and to enable market testing of various works elements</p>	<p>Engagement from Registered Providers within the Borough to consult upon the draft amendments to the Strategic Tenancy Policy.</p> <p>Need to engage with the appropriate members of the Osborne management team to agree scope and targets for the deliverables and to consider the remainder of the contract term and how performance can be maintained and improved.</p> <p>Capacity issues in the specialist Fire Safety market due to increased demand.</p>

	<p>Review Need & Demand of Supported Housing across the borough</p> <p>Embed new housing service standards with a year-long campaign to assist implementation</p> <p>Develop and Implement the Housing Development Project Management Handbook</p>	
<p>A clean, safe & enjoyable environment</p>	<p>Embed the new Compliance & Health & Safety Strategies & Management Plans within the service</p> <p>Review the structure of the Cleaning Service to improve the delivery model and provide additional resilience</p> <p>Complete a full Review of ASB case management identifying best practice and updating our approach and processes</p> <p>Analysis of early stages of tenancy and review approach to sustainment</p> <p>Mobilise new programme following formal approval</p>	<p>High levels of sickness in the service is making it difficult to establish the optimum number of staff to cover this area of the service.</p>
<p>Delivering an efficient and modern council</p>	<p>Options Appraisal of the Elms management arrangements</p>	

	<p>Increase the use of evidence led decision making and support the service to embed improvement recommendations</p> <p>Explore Opportunities to generate income through charging leaseholders and tenants for alterations and surveys</p> <p>Review Schedule of Services for Consultants</p> <p>Complete an Orchard Health Check to determine best use of the system to be integrate across all variety of teams</p> <p>Review approach to service charges, implement arrangements for 19/20 and produce a policy to clarify approach</p> <p>Investigate Off Site & Modern Methods of Construction</p>	<p>Need to identify alternative system to replace Genesis and ensure all data is migrated to be able to analyse the evidence upon which to make decisions.</p>
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Building strong and vibrant communities	Full Review of PRS Service, Implementation of new regulations & development of a Private Rented Housing Strategy	

Service Objectives into Action (GM Level)

Group 1 – Strategic Housing

Group Manager: Natasha Beresford

Service Objectives:					
<ul style="list-style-type: none"> Full Review of PRS Service, Implementation of new regulations & development of a Private Rented Housing Strategy 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Phase out current 'help to rent' offer and work with partners to establish an appropriate support network for tenants and landlords 	<ul style="list-style-type: none"> July 2018 	<ul style="list-style-type: none"> Strategy, Improvement and Engagement Team Leader and Private Sector Housing Lead Officer 	<ul style="list-style-type: none"> Growth bid has been approved to support the delivery of the restructured team 	<ul style="list-style-type: none"> The resource of officers within the team will be redirected to undertaking the statutory duties to regulate and improve standards for PRS Housing in the borough 	<ul style="list-style-type: none"> Service has ended. Once all tenancies have ended will seek to utilise budgets for other service delivery in PRS.
<ul style="list-style-type: none"> Develop a strategy that outlines the strategic direction of the council for Private Sector Housing 	<ul style="list-style-type: none"> November 2018 	<ul style="list-style-type: none"> Strategic Housing Group Manager and Strategy Improvement and Engagement Team Leader 	<ul style="list-style-type: none"> This will be dependent on future legislative changes and any further resource required 	<ul style="list-style-type: none"> The council will have a clear approach to improving the standards and accessibility within the PRS. Landlords and Tenants will have an increased awareness of their rights and responsibilities. 	<ul style="list-style-type: none"> To be undertaken in 19/20 this was delayed due to recruitment of PRS Team Leader and need to undertake a stock condition survey in first instance to inform strategy.

<ul style="list-style-type: none"> • Undertake a full work stream review of HMO's 	<ul style="list-style-type: none"> • October 2018 	<ul style="list-style-type: none"> • Strategy, Improvement and Engagement Team Leader and Private Sector Housing Lead Officer 	<ul style="list-style-type: none"> • Income will be generated for the increase in HMO's requiring a license from October, there is an anticipated increase from 40 to 400 	<ul style="list-style-type: none"> • The council will be responsible for licensing over 400 potential HMO's and identifying any further properties. This will need to be undertaken over a short period of time. Additionally, there is likely to be an increase in enforcement action required. 	<ul style="list-style-type: none"> • New licence fee structure in place from March 2019. HMO policy to have further review following implementation of Fitness for Homes legislation in March 19 to be completed by Summer 2019.
<ul style="list-style-type: none"> • Explore the councils approach to improving the conditions of properties in the PRS e.g. HHSRS, enforcement / prevention 	<ul style="list-style-type: none"> • March 2019 	<ul style="list-style-type: none"> • Strategy, Improvement and Engagement Team Leader and Private Sector Housing Lead Officer 	<ul style="list-style-type: none"> • Where properties are under a management order it is possible for the council to recoup losses and charge for time / works undertaken 	<ul style="list-style-type: none"> • At present 14% of all PRS properties in the borough have a Cat 1 hazard it is anticipated this would reduce as a result of enforcement action undertaken by the team. The council will also have a better understanding of any rogue landlords operating in the borough. 	<ul style="list-style-type: none"> • Team Leader recruitment finalised, PRS Lead Officer recruitment via agency until August 2019 due to secondment. Current temp in place supporting the team to detect unauthorised HMO's.

Service Objectives:					
• Strategic Tenancy Policy (ii)					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Develop part 2 of the Strategic Tenancy Policy in consultation with registered providers 	<ul style="list-style-type: none"> August 2018 	<ul style="list-style-type: none"> Pre Tenancy Team Leader 	<ul style="list-style-type: none"> The purpose of this policy is to streamline services for all residents of the Borough 	<ul style="list-style-type: none"> A consistent approach across all housing providers in the area will be encouraged 	<ul style="list-style-type: none"> Draft strategy approved by HOM, due for further review and submission to H&OSC June 2019 for approval.

Service Objectives:					
• Options Appraisal of the Elms management arrangements					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Audit of asset to determine annual repair and maintenance liability, plus scoping of planned works schedule 	<ul style="list-style-type: none"> June 2018 	<ul style="list-style-type: none"> Strategic Housing Group Manager & Asset & Business Improvement Team Leader 	<ul style="list-style-type: none"> Greater understanding of costs to maintain asset, will enable more robust contract management development 	<ul style="list-style-type: none"> More effective management of budgets across Property & Place & Strategic Housing. Development of a comprehensive management plan for the Elms after expiry of the existing contract. 	<ul style="list-style-type: none"> P&P in liaison with Former contractor in relation to compliance issues. To be added to planned schedules.
<ul style="list-style-type: none"> Audit of current Elms contract 	<ul style="list-style-type: none"> March 2018 	<ul style="list-style-type: none"> Strategic Housing Group Manager 	<ul style="list-style-type: none"> Determination of effective contract performance and VFM 	<ul style="list-style-type: none"> Full review of existing contract performance and accurate reporting. 	<ul style="list-style-type: none"> Contract specification being developed to support new tender due for release in early Autumn 2019.

<ul style="list-style-type: none"> Commence options appraisal on existing contract 	<ul style="list-style-type: none"> September 2018 	<ul style="list-style-type: none"> Strategic Housing Group Manager & Commissioning & Procurement Group Manager 	<ul style="list-style-type: none"> Full appraisal and development of new contract offering VFM 	<ul style="list-style-type: none"> Development of a high performance contract to support the council's response to managing homelessness in Dacorum 	<ul style="list-style-type: none"> Ongoing review of contract to support development of new specification.
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Service Objectives:

- Increase the use of evidence led decision making and support the service to embed improvement recommendations

Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Undertake work stream reviews in key areas of the service 	<ul style="list-style-type: none"> March 2019 	<ul style="list-style-type: none"> Strategy Improvement and Engagement Team Leader, Policy, Projects and Improvement Lead Officer 	<ul style="list-style-type: none"> The purpose of these reviews is to stream line services and look at areas of improvement. This includes supporting channel shift and reducing the cost of providing services 	<ul style="list-style-type: none"> This will offer a structured approach to reviewing areas of the housing service. Approximately two areas of the service will be reviewed per quarter. The review will include audits, best practice research, procedure reviews, policy updates and satisfaction. 	<ul style="list-style-type: none"> Recruitment of Projects & Improvement Officer finalised and in post, work underway to conclude WSR's and follow up actions. SIE team procedures to be developed to support process and ensure robust structure.
<ul style="list-style-type: none"> Increase the amount of correct information held by the service on 	<ul style="list-style-type: none"> March 2019 	<ul style="list-style-type: none"> Strategy Improvement and Engagement Team Leader, Policy, 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> The purpose of this exercise is to improve the housing services 	<ul style="list-style-type: none"> Data gradually updated on systems as part of survey work. HSMT to

tenants and leaseholders		Projects and Improvement Lead Officer		ability to profile how tenants use the service. Additionally, improved ways of maintaining contact information will support the service to communicate with tenants.	consider further approach in relation to tenant profiling data to provide greater focus on collection of data.
<ul style="list-style-type: none"> Utilise the audit programme to highlight recommendations 	<ul style="list-style-type: none"> March 2019 	<ul style="list-style-type: none"> Strategy Improvement and Engagement Team Leader, Policy, Projects and Improvement Lead Officer 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Using the internal audit programme, we can effectively identify where the teams resource needs to be targeted and inform the work stream reviews. This also allows us to monitor areas of high risk. 	<ul style="list-style-type: none"> Ongoing new Team Leader in post, work commenced to prepare for ISO reassessment in October 2018. Review of policy, Strategy & procedure register underway. Audit programme to be developed for 19/20.
<ul style="list-style-type: none"> Support the service to embed STAR Survey findings 	<ul style="list-style-type: none"> March 2019 	<ul style="list-style-type: none"> Strategy Improvement and Engagement Team Leader, Policy, Projects and Improvement Lead Officer 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> This will be used to form the basis of satisfaction 	<ul style="list-style-type: none"> Team currently working with Tenant Scrutiny Committee and TLC to review outstanding recommendations. HSMT to consider approach for STAR survey in 2020.

Service Objectives:					
• Full Implementation of Homelessness Reduction Act and report impact to CMT, Scrutiny & Cabinet					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
• Review of the Homelessness Strategy commitments in line with the Homelessness Reduction Act	• September 2018	• Homeless Prevention & Assessment Team Leader	• Ensure effective management of existing resources and grant funding	• This will be used as the basis of the 2020 Homelessness Strategy	• Homeless consultation day to be undertaken in Summer 2019 to support full review of strategy.
• Analyse the impact of the Homeless reduction Act on temporary accommodation	• December 2018	• Homeless Prevention & Assessment Team Leader	• Ensure effective management of existing and future resources. Prevent expenditure on nightly paid accommodation (B&B)	• Will help determine future accommodation requirements	• Further report to be submitted for H&OSC June 2019
• Carry out a financial assessment to determine the impact of the Homeless Reduction Act on the service	• April 2019	• Strategic Housing Group Manager & Homeless Prevention & Assessment Team Leader	• Effective management of resources and grant funding	• Appropriate planning for service and ensuring service demands are met.	• As above report to H&OSC June 2019.

Group 2 – Property & Place
Group Manager: Alan Mortimer

Service Objectives:					
<ul style="list-style-type: none"> Explore Opportunities to generate income through charging leaseholders and tenants for alterations and surveys 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Explore what charging structures other stock retained authorities have in place, in order to provide benchmarked examples for consultation with members and leaseholders. 	<ul style="list-style-type: none"> December 2018 	<ul style="list-style-type: none"> Asset Team Leader 	<ul style="list-style-type: none"> Minimal 	<ul style="list-style-type: none"> Leaseholders would be charged for non-management activities, such as inspections and processing of requests for alterations 	<ul style="list-style-type: none"> Leaseholder Work stream review has been scoped out with the involved leaseholders from the tenant and leaseholder committee and some benchmarking has been completed. Proposed Costs for services to be revised ahead of any implementation Recruitment to post to support this function in process - ongoing
<ul style="list-style-type: none"> Develop a business case to determine the viability and resourcing required to deliver a chargeable service. 	<ul style="list-style-type: none"> December 2018 	<ul style="list-style-type: none"> Asset Team Leader 	<ul style="list-style-type: none"> Minimal 	<ul style="list-style-type: none"> Service charges team may be increased to manage the additional workload 	<ul style="list-style-type: none"> The Leaseholder work stream review commenced in Q3 and engagement with Leaseholders through a snap survey undertaken. Initial results received and

					under review – ongoing
<ul style="list-style-type: none"> Explore how other stock retained authorities manage the collection of service charges for non-resident leaseholders and whether the Council should withdraw the interest free loan option. 	<ul style="list-style-type: none"> December 2018 	<ul style="list-style-type: none"> Asset Team Leader 	<ul style="list-style-type: none"> Minimal 	<ul style="list-style-type: none"> Non-resident leaseholders would be required to pay interest upon any outstanding service charges, or the term reduced so that the income can be recovered in a shorter timeframe. 	<ul style="list-style-type: none"> Benchmarking information obtained. The details will be consulted upon with the involved leaseholders and colleagues in finance.

Service Objectives:					
<ul style="list-style-type: none"> Undertake the review of the Total Asset Management Contract to ensure the contract remains fit for purpose and is delivering the strategic and operational objectives 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Review of the contract PI's to ensure all areas of service delivery are captured and appropriate weightings applied that are commensurate with the risks profile of each type of work 	<ul style="list-style-type: none"> Ongoing 	<ul style="list-style-type: none"> Group Manager Property and Place 	<ul style="list-style-type: none"> Minimal 	<ul style="list-style-type: none"> Additional controls will be established to manage and monitor the raft of contract PI's 	<ul style="list-style-type: none"> The KPI suite were revised at the Strategic Core Group and additional indicators for Aids and Adaptations and planned works have been introduced. Decision taken to defer award of Yr 9 Works and years 9&10 dependant on outcome of

					performance against agreed improvement targets by end of Yr 5. Ongoing and forms part of 5 year contract review
<ul style="list-style-type: none"> Undertake the five year review of the financial model to assess if the rates are viable and if there is sufficient data to consider a price per property model for day to day repairs. 	<ul style="list-style-type: none"> March 2019 	<ul style="list-style-type: none"> Group Manager Property and Place 	<ul style="list-style-type: none"> Minimal as the improvement programmes would be tailored to match the available budget. 	<ul style="list-style-type: none"> Agreement on the base costs for the remainder of the contract and the option of implementing a simplified cost mechanism 	<ul style="list-style-type: none"> The price framework has been assessed to establish a baseline position for a benchmark review of the rates. An in depth review of valuation 4 was undertaken to further inform the pricing model. Ongoing , utilising current market conditions, to be refined and included in 5 year contract review proposals

Service Objectives:

- Embed the new Compliance & Health & Safety Strategies & Management Plans within the service

Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Completion of the Fire Strategy, Legionella strategy and Asbestos Management Plan 	<ul style="list-style-type: none"> June 2018 	<ul style="list-style-type: none"> Team Leader Compliance and M&E contracts 	<ul style="list-style-type: none"> Minimal 	<ul style="list-style-type: none"> Improved management of the Health and Safety risks and better use of software to 	<ul style="list-style-type: none"> All compliance policies and plans have been drafted and the processes embedded in the compliance team. Further policies

<p>including the relevant databases, to provide management information on the status of testing and management regimes.</p>				<p>monitor compliance</p>	<p>and support documents being reviewed to support implementation, including "clear landings" policy now drafted and in approval process.</p>
<ul style="list-style-type: none"> • Ensure all Health and Safety and Compliance requirements set out in supporting documentation are embedding within the housing service and contractors 	<ul style="list-style-type: none"> • September 2018 	<ul style="list-style-type: none"> • Team Leader Compliance and M&E contracts 	<ul style="list-style-type: none"> • Minimal 	<ul style="list-style-type: none"> • Increased awareness of individual and corporate responsibilities in relation to the management of H&S in our tenants homes. 	<ul style="list-style-type: none"> • Additional training has been provided for all staff that are involved in the management of legionella at site level. • Additional targeted specialist knowledge training being arranged and implemented including Formal Asbestos qualifications for key team members in March 2019 • Realignment of P&P Structure to improve service delivery and provide greater compliance focus including • Training matrix to develop and imbed greater specialist team skills and knowledge and into 2019/20.

					<ul style="list-style-type: none"> • Key staff and specialist training have been identified and plans being developed for incorporation into 2019/20 PDR's and service objectives • First phase of specialist training undertaken with key staff attending 4 days asbestos management training
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Service Objectives:					
<ul style="list-style-type: none"> • Establish and procure a supply chain framework to provide resilience in the event of contractor collapse and to enable market testing of various works elements 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> • Identify suitable contractors that are able to satisfy the pre-qualification criteria for DBC 	<ul style="list-style-type: none"> • June 2018 	<ul style="list-style-type: none"> • Team Leader Contracts 	<ul style="list-style-type: none"> • Minimal 	<ul style="list-style-type: none"> • It will provide the opportunity for alternative contractors to be used in the event 	<ul style="list-style-type: none"> • Framework agreements have been set up with a range of providers to enable resilience in

<p>and establish an approved list so that procurement can be undertaken in a timely manner.</p>				<p>of contractor failure or collapse.</p>	<p>the event of contractor collapse.</p> <ul style="list-style-type: none"> • Contractor relationships and support capacity's soft market tested and maintained to provide reassurance required • Further cost options being obtained for specific key services for reassurance and "back up" purposes
<ul style="list-style-type: none"> • Obtain Portfolio Holder approval for direct awards through established frameworks so that there is additional resilience in the event of the failure any of the main contractors. 	<ul style="list-style-type: none"> • July 2018 	<ul style="list-style-type: none"> • Team Leader Contracts 	<ul style="list-style-type: none"> • Minimal 	<ul style="list-style-type: none"> • Additional resilience will be established and it will enable work to be market tested periodically to ensure value for money is being achieved. 	<ul style="list-style-type: none"> • Portfolio Holder approval has been obtained for the award of a fire safety contract through a framework and an officer decision for the award of an asbestos contract. • Projects have been awarded for both Asbestos surveying function and Fire safety remedial works. • Both currently in delivery

Service Objectives:

- Review the structure of the Cleaning Service to improve the delivery model and provide additional resilience

Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Conclude the restructure and determine if the window cleaning service is brought in-house to ensure the service is delivered. 	<ul style="list-style-type: none"> December 2018 	<ul style="list-style-type: none"> Team Leader Assets 	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> Change to the delivery model so that cleaners work within designated properties, to engender more responsibility and ownership of individual blocks and schemes 	<ul style="list-style-type: none"> The window cleaning service business case has been developed and the existing contract completed in November. The service will be delivered in-house for a year whilst the service is subject to a market test. Specialist equipment procured and Pilot cleaning projects using existing resources successfully completed which has helped determine capacity and works extent achievable . Window cleaner posts currently being advertised. Pending appointment, tenant Inspectors are being involved in initial service delivery to help provide an impartial overview of services delivered and satisfaction achieved
<ul style="list-style-type: none"> Model the impact on service charges 	<ul style="list-style-type: none"> March 2019 	<ul style="list-style-type: none"> Team Leader Assets 	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> More accurate identification of 	<ul style="list-style-type: none"> A review of the service charges

<p>to the tenants and leaseholders.</p>				<p>costs associated with delivering the service so that the service charges can reflect the actual costs</p>	<p>implementation for tenants has been undertaken and the recommendations are being validated prior to implementation Ongoing</p>
<ul style="list-style-type: none"> • Ensure there are adequate resource levels to manage the additional units created through the development programme. 	<ul style="list-style-type: none"> • March 2019 	<ul style="list-style-type: none"> • Team Leader Assets 	<ul style="list-style-type: none"> • Minimal 	<ul style="list-style-type: none"> • New blocks would be identified earlier in the development cycle so that necessary provision for cleaning can be addressed. 	<ul style="list-style-type: none"> • The timeline for the delivery of the new build units has been factored into the current years service provision and is being assessed to establish the level of future growth required. This work will also be factored into the pending Policy & Place restructure following the current pilot changes

Group 3 – Tenants & Leaseholders

Group Manager: Layna Warden

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Service Objectives:					
<ul style="list-style-type: none"> Complete a full Review of ASB case management identifying best practice and updating our approach and processes 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Review a number of ASB cases to identify if there are any areas for improvement 	<ul style="list-style-type: none"> September 2018 	<ul style="list-style-type: none"> Tenants and Leaseholders Team Leader 		<ul style="list-style-type: none"> Tenants will have contributed to our understanding of the effectiveness of case management. We know which areas to focus on to improve our approach 	<ul style="list-style-type: none"> Review of existing process and cases is completed. Satisfaction data was used to identify areas of dissatisfaction and a new policy has been drafted and is ready for formatting.
<ul style="list-style-type: none"> Visit similar LA housing services to understand their processes and research best practice in ASB case management 	<ul style="list-style-type: none"> October 2018 	<ul style="list-style-type: none"> Tenants and Leaseholders Team Leader 		<ul style="list-style-type: none"> Better understanding of how to promote a victim led approach while managing expectations of low level neighbour disputes 	<ul style="list-style-type: none"> Best practice has been considered and will inform our procedure

<ul style="list-style-type: none"> Review SLA between Housing and ASB Team 	<ul style="list-style-type: none"> October 2018 	<ul style="list-style-type: none"> GM Tenancy and Leasehold 		<ul style="list-style-type: none"> Clear understanding from both services about each others roles and expectations 	<ul style="list-style-type: none"> SLA has been reviewed and finalised and is clearer on expectations for all ASB services to work together
<ul style="list-style-type: none"> All procedures, templates and guidance will be reviewed and updated 	<ul style="list-style-type: none"> January 2019 	<ul style="list-style-type: none"> Tenants and Leaseholders Team Leader 		<ul style="list-style-type: none"> Documents will support our approach and give detailed guidance for Officers and tenants 	<ul style="list-style-type: none"> Procedures almost complete. Checklist being drafted between ASB and Housing Team Leaders to help Officer understand referral process.
<ul style="list-style-type: none"> Organise training for officers on new process 	<ul style="list-style-type: none"> January 2019 	<ul style="list-style-type: none"> Tenants and Leaseholders Team Leader 		<ul style="list-style-type: none"> Officers will be confident on how to address ASB and able to support victims. Overall a more victim led approach will be embedded across the service. A reduction in complaints about ASB and higher satisfaction in how we deal with these cases. 	<ul style="list-style-type: none"> Will be rolled out in September once documents have received formal approval.

Service Objectives:					
<ul style="list-style-type: none"> Complete an Orchard Health Check to determine best use of the system to be integrate across all variety of teams 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Identify a project group and set aims and targets for the review 	<ul style="list-style-type: none"> May 2018 	<ul style="list-style-type: none"> GM Tenancy and Leasehold 		<ul style="list-style-type: none"> All relevant officers will understand the purpose for the review to ensure we get the outcomes needed 	<ul style="list-style-type: none"> Project group identified areas for development and a meeting was held with Orchard and members of senior management team to discuss system development and moving to Orchard pro
<ul style="list-style-type: none"> Request Orchard to carry out health check 	<ul style="list-style-type: none"> June 2018 	<ul style="list-style-type: none"> Income Team Leader 	<ul style="list-style-type: none"> Identifying a structured plan in relation to upgrades and use of the system will lead to savings which will mitigate the cost of the review 	<ul style="list-style-type: none"> We will receive recommendations to ensure the IT system we are using can effectively deliver our future plans for the service. 	<ul style="list-style-type: none"> Orchard Pro is the cloud based solution which Orchard are investing their development resource in and will provide mobile options and self-serve. The other versions GUI Orchard, and Orchard Classic are being phased out. Service areas are on differing versions so

					will need to be addressed.
<ul style="list-style-type: none"> Implement recommendations following discussion with project group and HSMT 	<ul style="list-style-type: none"> February 2019 	<ul style="list-style-type: none"> GM Tenancy and Leasehold 		<ul style="list-style-type: none"> There will be better integration across teams using Orchard. We will identify which aspects of the system need to be upgraded and what training officers need to fully utilise relevant functions. 	<ul style="list-style-type: none"> Recommendations will require a phased migration, because the functionality currently available in Orchard Pro does not support all of the service areas.

Service Objectives:

- Review Need & Demand of Supported Housing across the borough

Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Review dispersed sheltered properties to identify which ones could be general needs. 	<ul style="list-style-type: none"> October 2018 	<ul style="list-style-type: none"> Supported Housing Team Leader 		<ul style="list-style-type: none"> There will be a planned approach to moving any sheltered properties back to general needs at the point they become empty. Reduction in the number of dispersed properties not 	<ul style="list-style-type: none"> The review of dispersed properties has now been completed and we are in the process of analysing the results. As expected there are a number of properties that have been identified as not being suitable for supported housing. Results of the

				<p>appropriate for sheltered tenants.</p> <ul style="list-style-type: none"> • Reduction in delay in empty homes process due to lack of demand or decision about placing back to general needs 	<p>exercise will be taken to HSMT once analysed.</p>
<ul style="list-style-type: none"> • Identify target groups and explore methods for promoting the benefits of the Lifeline service offered by Housing 	<ul style="list-style-type: none"> • March 2019 	<ul style="list-style-type: none"> • Supported Housing Team Leader 		<ul style="list-style-type: none"> • There will be an increased uptake of private life line customers. This will help to protect adults at risk and generate income for the HRA 	<ul style="list-style-type: none"> • Relaunch of lifeline and introduction of telecare service has started. A drop in session has been set up and external partners invited to promote the service in the community. All Council communications have been used to promote internally
<ul style="list-style-type: none"> • Identify opportunities for new supported housing developments including demand for flexi-care schemes 	<ul style="list-style-type: none"> • March 2019 	<ul style="list-style-type: none"> • Supported Housing Team Leader and Development Team Leader 		<ul style="list-style-type: none"> • Needs of residents in Dacorum can be met through a wider supply of supported housing and sheltered options 	<ul style="list-style-type: none"> • Dacorum supported housing board continues to meet. Newly appointed project managers from HCC have visited schemes and gained a better understanding of current stock. • Consultants have completed a review of

					the long term viability of stock to identify any opportunities for remodelling / redevelopment. Internal meeting booked for June to discuss outcomes.
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Service Objectives:

- Review approach to service charges, implement arrangements for 19/20 and produce a policy to clarify approach

Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Use best practice from guidance and other organisations to identify appropriate method for calculating service charges across leasehold and tenanted properties 	<ul style="list-style-type: none"> March 2019 	<ul style="list-style-type: none"> Income Team Leader 		<ul style="list-style-type: none"> Tenants and Officers will understand the method for calculating service charges leading to fewer complaints, more consistency in charges and quicker ability to set charges in future years 	<ul style="list-style-type: none"> Completed review of service charges for 2019/20 with action plan progressing New template developed with finance, shows rationale and justification for service charge levels, which will be beneficial for future years. Rent and other charges policy has been updated and will be going to OSC in June 2019

Service Objectives:					
<ul style="list-style-type: none"> Embed new housing service standards with a year long campaign to assist implementation 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Publish and launch the new service standards 	<ul style="list-style-type: none"> May 2018 	<ul style="list-style-type: none"> GM Tenants and Leaseholders 		<ul style="list-style-type: none"> Officers and tenants will have clear expectations of the service they will receive but also what to expect in return from tenants 	<ul style="list-style-type: none"> Completed. New document rolled out with every sign-up and sessions provided for all housing staff
<ul style="list-style-type: none"> Each month identify and promote a key aspect of the service standards across all teams in Housing and through a number of platforms to tenants 	<ul style="list-style-type: none"> April 2019 	<ul style="list-style-type: none"> GM Tenants and Leaseholders 		<ul style="list-style-type: none"> Officers will be involved in a number of activities relating to the service standards improving their confidence in dealing with expectations 	<ul style="list-style-type: none"> Completed. Delivery of the Our House Your Home campaign was successful with a number of tenants and internal teams engaging.

Service Objectives:					
<ul style="list-style-type: none"> Analysis of early stages of tenancy and review approach to sustainment 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Complete review of reasons for tenancy failure 	<ul style="list-style-type: none"> October 2018 	<ul style="list-style-type: none"> Tenancy Sustainment Team Leader 		<ul style="list-style-type: none"> Better understanding of 	<ul style="list-style-type: none"> There were only 10 evictions this year for rent arrears which is a

				reasons for tenancy failures	reduction of 42%. This shows the success of the sustainment approach. Evidence suggests that those under 25 are at higher risk so a proposal for a project will be presented in July.
<ul style="list-style-type: none"> Identify and complete an action plan to focus on pre-tenancy activities to improve sustainment of Introductory tenants 	<ul style="list-style-type: none"> March 2019 	<ul style="list-style-type: none"> Tenancy Sustainment Team Leader and Pre Tenancy Team Leader 		<ul style="list-style-type: none"> A greater success in sustainment of introductory tenancies through 	<ul style="list-style-type: none"> A number of actions have been carried out especially those that affect sheltered tenants A work stream review on pre-tenancy will be carried out Q1 2019 with a focus on reviewing introductory tenants

Group 4 – Housing Development

Group Manager: David Barrett

Service Objectives:					
<ul style="list-style-type: none"> Develop and Implement the Housing Development Project Management Handbook 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Confirm content Develop process and procedure Train and implement 	<ul style="list-style-type: none"> Jan 2019 	<ul style="list-style-type: none"> D Barrett 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Improved delivery and continuity 	Completed and now preparing an enhanced version with additional sections.

Service Objectives:					
<ul style="list-style-type: none"> Investigate Off Site & Modern Methods of Construction 					
Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Track trade press and understand market Visit suppliers Consider some level of adoption 	<ul style="list-style-type: none"> Jan 2019 	<ul style="list-style-type: none"> J Deacon 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Potential to enhance delivery 	Completed report issued. We continue to track partnership with Watford Housing Community Trust who are leading on a project to bring Off Site to Hertfordshire. In addition, we have identified a scheme to trial Off Site construction.

Service Objectives:					
<ul style="list-style-type: none"> Review Schedule of Services for Consultants 					

Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Review existing Develop new schedule of services Consult team and implement 	<ul style="list-style-type: none"> Sept 2018 	<ul style="list-style-type: none"> D Barrett & Jo Deacon 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Improved services from suppliers 	Completed

Service Objectives:

- Review and rewrite current Housing Development Strategy

Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Obtain approval for new programme Re write new strategy Consult and agree with AD and PH 	<ul style="list-style-type: none"> Oct 2018 	<ul style="list-style-type: none"> D Barrett 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> A refresh of our Strategy 	Completed with the exception of writing the Strategy which will take place over the coming year.

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Service Objectives:

Mobilise new programme following formal approval

Key Actions	By When	Who is Responsible for Delivery	Impact on MTFS	What will be different once this is done?	Update
<ul style="list-style-type: none"> Obtain formal approval for new programme Prepare Briefs Implement delivery within team 	<ul style="list-style-type: none"> Oct 2018 	<ul style="list-style-type: none"> D Barrett 	<ul style="list-style-type: none"> Rental income and HRA 	<ul style="list-style-type: none"> Clear direction for team regarding the next wave of schemes 	Completed with the exception of Garage programme and Randalls Ride, A 6 month delay on appointing new resource has delayed programme.

Service Improvement Plan

Action	Expected Improvement(s)	Planned Start Date	Lead
Improving Communications & Reducing Contact			
Develop individual communications plans for teams across the service with a key focus on handling crisis communications	Improved approach to managing communications with an aim to streamline involvement and ensure it is focused on key individuals	August 2018	Strategy, Improvement and Engagement Team Leader
Undertake a full review of the sign up process	A full review of essential content at the initial sign up process and link to new corporate system replacing My Housing Account	April 2018	Strategy, Improvement and Engagement Team Leader
Continue to grow digital and online presence, developing a focused social media plan to support and launch 'Our House – Your Home'		July 2018	Policy, Projects and Engagement Lead Officer
Undertake a full review of website content so more tenants can self-serve	Increased number of tenants in sheltered housing able to access the website and report repairs	April 2018	Strategy, Improvement and Engagement Team Leader/ Policy, Projects and Engagement Lead Officer

Reducing Demand			
Analysis patches vs workload across different teams to understand where there are high levels of demand and the reasoning e.g. type of property	A better understanding of the types of behaviours, factors that increase demand on the service and where these pressures impact the service	April 2018	Policy, Projects and Improvement Lead Officer
Launch 'Our House – Your Home' and deliver a year of focused themes, each theme seeking to address a different pressure on the service	Tenants and Staff have clear expectations of what the service can / should deliver	July 2018	Tenants and Leaseholder Group Manager/ Policy, Projects and Improvement Lead Officer
Streamlining Key Processes			
Deliver 8 full work stream reviews: <ul style="list-style-type: none"> • Areas of low satisfaction – STAR and other surveys • Service Plan / team plans • Customer complaints • Involvement groups • Areas where technology could be used more effectively • <i>(Not tackling things, we know we can't change)</i> *Areas to be identified by HSMT and HOM	Each workstream review will consist of the following: <ul style="list-style-type: none"> • Audits • Tenant Inspections • Satisfaction surveys • Complaints analysis • Consultation with staff and tenant's / service users (as applicable) • Analysis of spend • Shadowing • KPI analysis and evaluation (including suggestions of alternatives) • Best practice research – what are other organisations doing? • Horizon scanning – any new or upcoming legislation / guidance • Piloting / testing new approaches • Procedure and policy reviews 	May 2018	Strategy, Improvement and Engagement Team Leader/ Policy, Projects and Improvement Lead Officer

	<ul style="list-style-type: none"> Letter reviews / key document reviews <p>So streamlining is based on a holistic understanding of the service and the impact of any changes. These will then be monitored to see if the changes have achieved the desired effect.</p>		
Data & Evidence			
<p>Ensure the service is maximising data held:</p> <ul style="list-style-type: none"> Building up profiling information on both stock and tenants It is compliant with new GDPR regulations 	Ability to identify trends amongst people living in DBC homes	April 2018	Strategy, Improvement and Engagement Team Leader/ Policy, Projects and Improvement Lead Officer
Profiling of those wards within the borough containing housing stock, to include wider socio-economic impact and demand on service e.g. repairs, arrears	Officers across the service will have an awareness of issues within their patches rather than individual homes so the service can target interventions to reduce demand	April 2018	Policy, Projects and Improvement Lead Officer
Benchmarking and information returns e.g. LAHS, P1E	Compare our performance against peers and identify opportunities for service improvement	April 2018	Quality, Insight and Improvement Officer

Systems and Assets			
De-commissioning of Genesis	Identification of an alternative software system or potential for using a new Orchard module to improve the functionality and efficiency through a more intuitive use of software packages.	March 2018	Supported Housing Team Leader
Pro-master has replaced Pimms to hold asset management data – continued roll out to use system to its full potential	Orchard-hosted system will allow the wider service and third parties as well as tenants to access information on assets Officers across the service will have accurate asset information available through the Orchard System.	March 2018	Assets and Business Improvement Team Leader
Consultation on and continued rollout of New Orchard This needs to be treated as a project within all teams using Orchard -	Utilising functions such as text messaging, the customer portal and improved functionality	April 2017 March 2019	Assets and Business Improvement Team Leader
Staff			
Maintain internal communications e.g. team site, horizon scanning and webinars	All officers can maintain their understanding of the wider housing service both locally and nationally		Policy, Projects and Engagement Lead Officer
Provide feedback on the outputs from the Housing Update event in follow up sessions	Enable staff to understand the work that has been undertaken by the management team and Embed relevant proposals from Housing Service Update		Assistant Director

KPIs

The following section outlines the Key Performance Indicators (KPI) and Risks that the service will use to manage the service.

Group 1 – Strategic Housing

Service Objective	Corporate Priority	Measure Name	Targets			Associated Operational Risk
			Month	Quarter	Year	
Full Review of PRS Service, Implementation of New Regulations & development of a Private Rented Housing Strategy	A clean safe and enjoyable environment	SH 34 Total Number of HMO's with a licence Number only – no target	N/A	N/A	N/A	Operation of rogue landlords within the Borough. Reputational and operational risks associated with lack of monitoring and enforcement action.
Homelessness Reduction Act 2017 – implementation of the new procedure to manage and monitor the number of applications through to conclusion	Providing food quality affordable homes, in particular for those most in need	SH 38 Number of main duty applications SH 39 Number of cases where prevention has been successful Number only - no target	N/A	N/A		Increase in the number of homeless applications and associated reputational risk

Group 2 Property and Place

Service Objective	Corporate Priority	Measure Name	Targets			Associated Operational Risk
			Month	Quarter	Year	
Implement and embed the new Health and Safety Plans and Fire Strategy to ensure the safety of residents in Council owned properties.	A clean, safe and enjoyable environment	PP01 Percentage of dwellings with a valid Gas safety certificate Legionella Risk compliance PI to be established on Rocket	100%	100%	100%	Potential health and safety Risk to the occupiers of the properties and those in surrounding locations

Group 3 Tenants and Leaseholders

Service Objective	Corporate Priority	Measure Name	Targets			Associated Operational Risk
			Month	Quarter	Year	
Implementation of measures to reduce the impact of Universal Credit upon the rental income to the HRA.	Ensuring economic growth and prosperity (in the form of a viable HRA business plan and inward investment in new and existing homes	TL 02 Rent collected as a percentage of rent owed (excluding arrears brought forward)	99%	99%	99%	Increase in the rental arrears level and need to revise the bad debt provision in the Business Plan. Reduction in the revenue to invest in existing and new homes.

Group 4 Housing Development

Service Objective	Corporate Priority	Measure Name	Targets			Associated Operational Risk
			Month	Quarter	Year	
Mobilise new programme of development of social housing sites following formal approval from Cabinet on	Providing good quality Affordable Homes, in particular for those most in need.	Ongoing delivery of the pipeline of New Build developments in-line with the prescribed programme PI to be set up on Rocket	100%	100%	100%	Impact on the Business Plan, 1-4-1 receipts and the future provision of Affordable Housing in the Borough. Associated pressures on existing stock and reputational risk of failure to deliver.

Risk Register 2018 - 2019

Housing Landlord - Fiona Williamson					
HL_F01 Failure to closely monitor operational and financial factors affecting the delivery of the HRA Business Plan					
Category: Financial	Corporate Priority:		Risk Owner: Fiona Williamson	Portfolio Holder: Margaret Patricia Griffiths	Tolerance: Treating
Inherent Probability	Inherent Impact	Inherent Risk Score	Residual Probability	Residual Impact	Residual Risk Score
2 Unlikely	4 Severe	8 Amber	1 Very Unlikely	2 Medium	2 Green
Consequences		Current Controls		Assurance	
Delivery of the Business Plan would not be achieved if income and financial control is not closely managed		Regular and then formal end of year review of Business Plan in partnership with Finance. Any policy changes or government announcements that may impact the plan or its assumptions are quickly analysed and reflected into the Business Plan This enables for long term financial viability to always be visible and if there are foreseen issues in certain years programmes can be altered as needed or issues taken to mitigate		HRA Business Plan Signed off by Cabinet	
Sign Off and Comments					
Sign Off Complete On-going management of risks that could impact the Business Plan will continue to be reviewed, and with the support of Horizon scanning activities, any new risks identified will have appropriate interventions put in place to mitigate. Review of the Business Plan undertaken to assess the borrowing headroom					

HL_F02 Failure to closely monitor operational and financial factors relating to the delivery of the Council's Homelessness Service					
Category: Financial	Corporate Priority: Affordable Housing		Risk Owner: Fiona Williamson	Portfolio Holder: Margaret Patricia Griffiths	Tolerance: Treating
Inherent Probability	Inherent Impact	Inherent Risk Score	Residual Probability	Residual Impact	Residual Risk Score
3 Likely	4 Severe	12 Red	2 Unlikely	4 Severe	8 Amber
Consequences		Current Controls		Assurance	
DBC Could be open to legal challenge if the service is not fit for purpose due to lack of resources for this statutory service. Health & Safety risks for clients if not provided with TA and left to sleep rough. Increase in homeless presentations would have severe impact on budget.		Monthly financial monitoring with Group Manager and accountant, team leader monitors weekly B & B spend, and monthly reporting of stats including numbers of cases seeking Housing Advice and presentations as homeless.			
Sign Off and Comments					
<p>Sign Off Complete</p> <p>The transition to the provisions of the Homelessness Reduction Act 2017, have been successfully commenced. There is ongoing monitoring of the impact in the changes in respect of the additional administration required for each case to develop a personal Housing plan and the extended duration for engagement. The potential for appeal action and “recycling” of applicants is being closely monitored.</p>					

Failure of the Total Asset Management Contractor to deliver the five strategic objectives					
Category:	Corporate Priority:	Risk Owner:	Portfolio Holder:	Tolerance:	
Financial	Affordable Housing	Fiona Williamson	Margaret Patricia Griffiths	Treating	
Inherent Probability	Inherent Impact	Inherent Risk Score	Residual Probability	Residual Impact	Residual Risk Score
3 Likely	4 Severe	12 Red	2 Unlikely	4 Severe	8 Amber
Consequences		Current Controls		Assurance	
Inability of the contractor to secure contract extensions and associated costs of managing the collation and interrogation of repairs data and stock condition information. Reputational issues in respect of the anticipated benefits to stakeholders not being realised. Operational consequences if the gas servicing and installation contract secures contract extensions due to the co-location of the operational teams. Additional costs and time to procure a new contract.		Regular contract review through a matrix of operational, financial and strategic core group meetings, with early warning mechanisms and agreed actions to address any areas of poor performance. Monthly monitoring of key performance indicators to identify any trends which could impact upon the achievement of the key strategic indicators.		Strategic Core Group Minutes Key Performance Indicators On-going scrutiny by the Property and Place surveyors	
Sign Off and Comments					
<p>Sign Off Complete</p> <p>Agreement of new PI's have been signed off at Strategic Core Group and performance will continue to be monitored on a monthly basis. The Cost model and external audits enable ongoing scrutiny of these aspects of the contract and the contractor's ability to perform in line with the KPI's and five Strategic Indicators.</p> <p>A review of the cost base is underway to provide the baseline for the benchmarking review that will take part towards the end of the 5th year of service delivery.</p>					

HL_I03 Failure to adopt a service specific best practice approach to Health and Safety (Housing Landlord)					
Category:	Corporate Priority:	Risk Owner:	Portfolio Holder:	Tolerance:	
Infrastructure	Safe and Clean Environment	Fiona Williamson	Margaret Patricia Griffiths	Treating	
Inherent Probability	Inherent Impact	Inherent Risk Score	Residual Probability	Residual Impact	Residual Risk Score
3 Likely	4 Severe	12 Red	2 Unlikely	4 Severe	8 Amber
Consequences		Current Controls		Assurance	
Death or injury to staff; residents or contractors' staff; reputation; litigation and charges of corporate manslaughter.		Service specific H & S procedures applied to sheltered housing service covering service users and staff eg. fire safety and lone working; clear landings policy and procedures; estate inspections schedule. Corporate H&S policy under review. Ongoing training for staff in key areas. Increased resourcing to provide support and enhanced monitoring and administration of health and safety information. Directorate Health & Safety Committee Quarterly at DMT Standing Items on Team Meeting Agendas Quarterly Housing Fire Safety Group attended by Fire Service		All Risk Assessments / Notes of meetings available for review	
Sign Off and Comments					
The Fire Safety Strategy has been developed and is going through the approvals process prior to being adopted. Embedding of the new Asbestos and Legionella management plans has been ongoing and training provided to new members of staff.					

HL_R01 Failure to identify the needs and risks of residents living in sheltered housing and ensure that they have access to support appropriate to their needs

Category: Reputational	Corporate Priority: Affordable Housing	Risk Owner: Fiona Williamson	Portfolio Holder: Margaret Patricia Griffiths	Tolerance: Treating	
Inherent Probability	Inherent Impact	Inherent Risk Score	Residual Probability	Residual Impact	Residual Risk Score
3 Likely	4 Severe	12 Red	1 Very Unlikely	4 Severe	4 Green
Consequences		Current Controls		Assurance	
Appropriate Support to individuals living in sheltered accommodation and if not given there is risk to health and wellbeing of some of our most vulnerable residents		Supported Housing Operational Procedures. Partnership working with other agencies. Effect use of Genesis – sheltered housing IT system. This allows for more robust record keeping and management of visits and support plans Line management structure within supported housing including performance management structure (1:1s and appraisals).		Supported Housing Officer Procedures	
Sign Off and Comments					
The system for recording contact with residents in sheltered schemes Genesis, has enabled better record keeping but this system is going to be replaced as there are more effective solutions available on the market that will interface into the Housing Management System, Orchard. Options for a replacement system are being investigated to provide an enhanced recording tool for the supported Housing Officers. Ongoing engagement with residents in the supported housing schemes is pro-active in the management of vulnerable cases. Safeguarding lead is now employed by the Council who is working closely with the Group Manager and Supported Housing Team Leader.					

HL_R03 Failure to Deliver the Council's New Build Programme					
Category: Reputational	Corporate Priority: Affordable Housing		Risk Owner: Fiona Williamson	Portfolio Holder: Margaret Patricia Griffiths	Tolerance: Treating
Inherent Probability	Inherent Impact	Inherent Risk Score	Residual Probability	Residual Impact	Residual Risk Score
2 Unlikely	4 Severe	8 Amber	1 Very Unlikely	4 Severe	4 Green
Consequences		Current Controls		Assurance	
Reputational and financial impact with public and HCA regarding grant allocations and due to the high profile of the project		Monthly Financial meetings to monitor budgets, Fortnightly AD update, monthly project group, seconded team concentrating solely on development. 1-4-1 meetings to assess the progress of expenditure against grant commitments This allows full debate on key issues and involves legal, finance, procurement at the early stages of any discussions		All Schemes have project worksheets updated fortnightly	
Sign Off and Comments					
The current schemes are being closely managed and monitored, with external support being provided by external consultants who are undertaking the design and overseeing the construction. Any delays are being captured in the project plans so that these can be reported and the business plan can be adjusted.					

Housing – Fiona Williamson

Risk name: Failure to identify and manage Private sector Landlords and Houses in Multiple Occupation

Category: Reputational	Corporate Priority: Safe and Clean Environment		Risk Owner: Fiona Williamson	Portfolio Holder: Margaret Patricia Griffiths	Tolerance: Treating
Inherent Probability	Inherent Impact	Inherent Risk Score	Residual Probability	Residual Impact	Residual Risk Score
3 Likely	4 Severe	12 Red	2 Unlikely	4 Severe	8 Amber
Consequences		Current Controls		Assurance	
Private sector tenants living in poor conditions that could be prejudicial to their health. Statutory function so reputational and financial risks for the Council.		Additional resources have been employed to assist with the anticipated increase in workload following changes to the legislation. Training for all staff in HHSRS and fire safety has been undertaken. New procedures have been developed to align with the changes in legislation. Volumes will be monitored to assess the level of demand upon the service.		-	
Sign Off and Comments					
Ongoing review of the demand for licensing and options to identify unlicensed HMO's The team are undergoing further training to enable them to provide the appropriate advice and enforcement activities to ensure the Borough has a supply of good quality private rented accommodation to provide a mixed tenure offering to the residents. Preparatory work and communications to private sector landlords has been delivered, in preparation for the change in legislation on the 1 st October 2018					

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Funding

Current Budgets - Gen Fund & HRA

Gen Fund Housing

HOUSING GENERAL FUND NET EXPENDITURE BUDGET DETAIL 2018/19				
	Original 2017/2018 £	Budget 2018/2019 £	Variance 2017/18 - 2018/19 £ %	
Housing Landlord				
Housing Standards/DFG's	(20,290)	23,781	44,071	217%
Garages	(1,661,069)	(1,983,507)	(322,438)	(19%)
Supporting People	7,500	7,500	0	0%
Homelessness	287,620	353,052	65,432	23%
Housing Advice	283,500	316,433	32,933	12%
Housing Strategy	326,750	497,081	170,331	33%
Net Expenditure: Housing Landlord	(775,989)	(785,660)	(9,671)	(9%)

HRA Summary

HOUSING REVENUE ACCOUNT BUDGET SUMMARY 2018/19		
	2017/18 17/18 LA Budget £000	2018/19 2018/19 Budget £000
Income		
Dwelling Rents	(53,299)	(53,044)
Non-Dwelling Rents	(82)	(102)
Tenant Service Charges	(1,628)	(1,512)
Leaseholder Charges	(487)	(487)
Interest and Investment Income	(206)	(390)
Contributions to Expenditure	(655)	(535)
Total Income	(56,357)	(56,070)
Expenditure		
Repairs and Maintenance	11,771	12,113
Revenue Contribution to Capital	8,993	7,285
Supervision & Management	11,756	12,043
Corporate and Democratic Core	240	301
Rent, Rates, Taxes & Other Charges	14	34
Provision for Bad Debts	300	700
Interest Payable	11,643	11,594
Depreciation	11,640	12,000
Total Expenditure	56,357	56,070
HRA Deficit / (Surplus)	0	0
Housing Revenue Account Balance:		
Opening Balance at 1 April	(2,893)	(2,893)
Deficit / (Surplus) for the year	0	0
Closing Balance at 31 March	(2,893)	(2,893)
Earmarked Reserves:		
Opening Balance at 1 April	(18,100)	(18,100)
Contributions to Earmarked Reserves	3,998	3,998
Closing Balance at 31 March	(14,102)	(14,102)

Medium Term Financial Planning & Savings Targets

Housing has budget areas within both the General Fund (GF) and the Housing Revenue Account (HRA) which is a ring fenced account relating to Income and Expenditure on the Housing Stock and tenants and Leaseholders.

When setting budgets and savings targets medium term considerations are made, specifically in terms of income assumptions from the garage stock. 2017/18 saw significant increases in the charges as part of a two-year strategy to bring in line with similar storage options. This year there is another significant increase and consideration must be made regarding year 19/20 for a suitable strategy.

In the Homelessness area of the service, new additional funding of approximately £400k per year has been allocated to implement and adhere to new regulations within the Homeless Reduction Act. This funding is not confirmed post 2019/20.

The HRA Business Plan covers a 30 year period so the impact of decisions and assumptions made now are clearly visible for the purposes of strategic planning of investment.

Savings Target and Scope

General Fund

Garage income – increase £350k +£70k inflation
Garage Investment – Increase £50k
Garage Officer (Growth Bid) - £40k

Net increase in revenue target - £330k

Housing Revenue Account Business Plan – Significant Changes

1% Rent Reduction approx. (£500k)

Bad Debt Provision Increase – Universal Credit - (£300k)

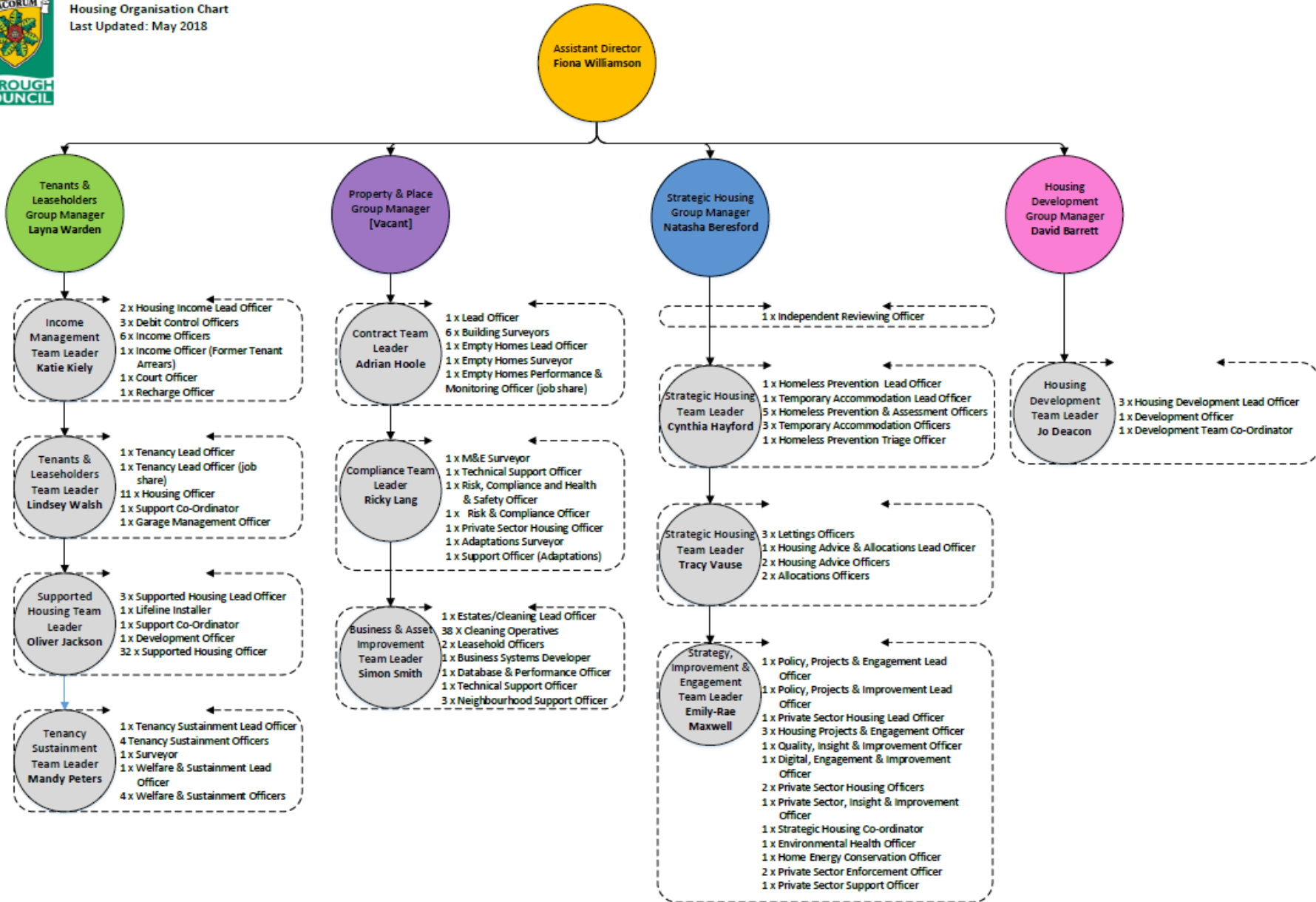
Disposal of Non Traditional Housing Stock - £750k

Termination of arrangement to collect water charges (£200k)

Current Structure - Housing



Housing Organisation Chart
Last Updated: May 2018



Workforce Planning Report

Group 1 – Strategic Housing

Staff turnover and risk	
Recruitment <ul style="list-style-type: none"> • Are there any skills that may prove difficult to recruit? • How are you making these roles more attractive? 	<p>Recruitment to technical roles across the council such as Surveyors and Environmental Health Officers is challenging, often leading to recruitment via temporary agencies, which is costly. SH have had regard to this in relation to the introduction of new Private Sector Enforcement roles and have sought to develop a job role that is effective to meet statutory requirements and support the single point of failure in 1 FTE EHO, the introduction of this role will enable the service to develop staff further within this area and upskill to the level of existing EHO.</p>
Skills development <ul style="list-style-type: none"> • What new skills do you need to deliver service objectives? • Could we develop these in-house? • How are you transferring or developing specialist skills? 	<p>Pre Tenancy Team will be undertaking cross training of staff within the team, as this has been identified as an area of risk with the high turnover of staff within the team. Additional skills and knowledge requirement to meet statutory demands of Private Sector management have been identified and a training plan has been put in place.</p>
Single Points of Failure <ul style="list-style-type: none"> • Are there any single points of failure? • How are you dealing with them? 	<p>As mentioned in point 1, EHO is single point of failure and development of the new PRS Enforcement Officer posts and upskilling will mitigate against risk.</p> <p>Strategic Housing Co-ordinator post, vital role within the service gaps in this post can have a significant service impact. Working with other GM's to ensure consistency in management of these co-ordinators across to include cross training and awareness of different work areas.</p>
Leadership <ul style="list-style-type: none"> • How are you developing leadership in the team? 	<p>A number of new Lead Officer posts have been introduced within Strategic Housing. Key team and service plan objectives create the opportunity for Officers and Lead Officers to become involved in leading projects. Additionally new managers across housing have been supported to access ILM training.</p>

Group 2 – Property & Place

Staff turnover and risk	
Recruitment <ul style="list-style-type: none"> • Are there any skills that may prove difficult to recruit? • How are you making these roles more attractive? 	<p>All technical roles continue to be difficult to recruit. Health and Safety qualifications are commanding a premium in the marketplace.</p> <p>Consideration is being given to what options are available to make the roles more attractive.</p>
Skills development <ul style="list-style-type: none"> • What new skills do you need to deliver service objectives? • Could we develop these in-house? • How are you transferring or developing specialist skills? 	<p>Quantity Surveying, Risk management, Fire Risk assessments, Legionella management.</p> <p>Yes with additional training or qualifications</p> <p>Mentoring of staff and a number are undertaking degrees in Construction.</p> <p>Also have established a trainee empty homes surveyor role which will be covered by apprenticeship training levy.</p>
Single Points of Failure <ul style="list-style-type: none"> • Are there any single points of failure? • How are you dealing with them? 	<p>Database officer, Fire Risk Assessor, legionella surveyor.</p> <p>Additional staff are working with the Promaster software and further training will be undertaken to establish some super users of the system.</p> <p>External consultancy support is being used to increase capacity with Fire Risk assessments</p>
Leadership <ul style="list-style-type: none"> • How are you developing leadership in the team? 	<p>Invited participation at Team Leaders meetings, mentoring and coaching techniques used to assist Team Leaders to develop.</p> <p>External and internal management training and qualifications.</p>

Group 3 – Tenants & Leaseholders

Staff turnover and risk	
Recruitment <ul style="list-style-type: none"> • Are there any skills that may prove difficult to recruit? • How are you making these roles more attractive? 	<p>There is a good level of demand in most roles within the Tenants and Leaseholder service. The supported Housing Officers have the highest turnover however salary and roles are currently being reviewed which should make these posts more attractive to maintain existing staff levels and recruitment</p>
Skills development <ul style="list-style-type: none"> • What new skills do you need to deliver service objectives? • Could we develop these in-house? • How are you transferring or developing specialist skills? 	<p>A good knowledge of service charges is needed to be able to deliver a review and implementation of this service objective. This can be gathered from other organisations who have already de-pooled charges along with the leaseholder officers and officers in finance.</p> <p>We will develop these skills and knowledge within the Income team to deliver this objective.</p>
Single Points of Failure <ul style="list-style-type: none"> • Are there any single points of failure? • How are you dealing with them? 	<p>The recharges officer was a single point of failure. We will be amending the job title for all Band 9 Officers in the Income team to be consistent. This will allow us to be more flexible with the needs of the service but also ensure that 2 other officers are able to undertake this function if require.</p> <p>We have also reviewed the JD and PS of the Tenants and Leaseholders Coordinator to remove responsibility for mutual exchanges and moving to a smaller home. We have also aligned this role with other co-ordinators in development and Strategic housing.</p>
Leadership <ul style="list-style-type: none"> • How are you developing leadership in the team? 	<p>All Team Leaders are responsible for creating their team plan and ensuring that they are focusing on the strategic direction of their teams rather than the day to day operations of the service.</p> <p>4 Lead Officers from Tenants and Leaseholders team have recently completed an in-house Introduction to Management Course. This has improved their confidence and knowledge around managing and leading their team.</p>

Group 4 – Housing Development

Staff turnover and risk	
Recruitment <ul style="list-style-type: none"> • Are there any skills that may prove difficult to recruit? • How are you making these roles more attractive? 	<p>Yes, there is a skills shortage of good quality project managers in housing development.</p> <p>Limited due to salary levels.</p>
Skills development <ul style="list-style-type: none"> • What new skills do you need to deliver service objectives? • Could we develop these in-house? • How are you transferring or developing specialist skills? 	<p>Improved project management skills.</p> <p>Yes, this is our approach</p> <p>Learning and support from our consultant team along with now having a team leader in post</p>
Single Points of Failure <ul style="list-style-type: none"> • Are there any single points of failure? • How are you dealing with them? 	<p>No</p>
Leadership <ul style="list-style-type: none"> • How are you developing leadership in the team? 	<p>A new team leader in post who is undertaking management training. Coaching project management skills plus attending formal training events.</p>



Housing Audits Work-stream Review Programme

Work-stream	Stage One	Stage Two	Stage Three
Quarter Two (Jul – Sep)			
Compliance <ul style="list-style-type: none"> • Fire Safety • Legionella • Gas Safety • Asbestos 	<p>The initial stage of a work-stream review involves gathering evidence, useful information and insights that can inform changes to the service area being looked at. Activities may include some, or all, of the following:</p> <ul style="list-style-type: none"> • Consultation with Team Leader; • An audit programme in line with ISO 9001:2015; • Best practice research; • Staff focus group(s); • Horizon scanning; • Consultation with service users; • Customer profiling and data analysis; and • Analysis of spend / current KPIs; and • Assessment of any IT systems that are in use. 	<p>The Strategy, Improvement and Engagement Team works with the service area to agree any proposed changes and how they could work in practice. Stage two includes (where applicable):</p> <ul style="list-style-type: none"> • Development and/or review of procedures; • Development and/or review of policies; • Review of key documents, forms or standard letter templates; • Updates to website pages; and • Planning of any ongoing communications e.g. social media messages, campaigns or internal staff communications. 	<p>A full handover to the team is carried out so that all updated documents can begin to be used in line with any updated procedures.</p> <p>Timescales are agreed for an evaluation to take place which will assess the impact of any changes made as a result of the work-stream review.</p>
Aids and Adaptations			
Quarter Three (Oct – Dec)			
Leaseholder Service			
Anti-Social Behaviour			
Quarter Four (Jan – Mar)			
Start of Tenancy / Sign Up Process			
[TBD]			



Report for:	Housing and Communities Overview and Scrutiny Committee
Date of meeting:	5 June 2019
Part:	1
If Part II, reason:	

Title of report:	Private Sector Housing
Contact:	Cllr Margaret Griffiths, Portfolio Holder for Housing Lynne Hunt, Private Sector Housing Team Leader
Purpose of report:	<ol style="list-style-type: none"> 1. To provide Members with an update on the developments within Private Sector Housing and the work of the team. 2. To provide Members with an overview of key legislative changes and an update to the Enforcement Policy. 3. To provide Members with an overview of Houses in Multiple Occupation licencing requirements and the draft policy.
Recommendations	<ol style="list-style-type: none"> 1. For Members to offer feedback on the update on the work of the Private Rented Sector Team. 2. For Members to offer comments on the Private Sector Enforcement Policy update. 3. For Members to offer comments on the Houses in Multiple Occupation Policy.
Period for post policy/project review	Review of the council's performance in relation to Private Sector Housing to be undertaken annually.
Corporate objectives:	<p>The Strategic Housing Service's responsibilities and activity in relation to the Private Rented Sector contributes to the following corporate objectives:</p> <p>Clean Safe and enjoyable environment Building Strong and vibrant communities</p>
Implications:	<u>Financial</u>
'Value for money'	Failure to actively regulate the private rented sector could have financial implications for the council in relation to prevention of homelessness and in relation to pressures on temporary accommodation provision. Failure to effectively regulate and

implications	<p>enforce in the private sector could have a reputational impact for the authority. Additionally undertaking enforcement action to improve the standards of the private rented sector will require sufficient staff resource and additional legal input.</p> <p><u>Value for money</u></p> <p>Any income gained from activity related to regulating the private rented sector, is ring-fenced and must be retained for expenditure within the general fund to deliver an effective private sector housing service.</p>
Risk implications	The risk register presented to members on a quarterly basis will take the new remit into consideration.
Community Impact Assessment	In view of the objectives of licensing for Houses in Multiple Occupations (HMOs) - which are to ensure that all tenants can live in safe, warm and secure accommodation - it is felt that a Community Impact Assessment is not applicable. The private rented sector, in particular HMOs, houses a younger and transient population than the national average. HMOs in particular will have higher proportion of migrants and vulnerable younger people. The impact of licensing is not felt to have a negative effect on any of the groups protected under the Equality Act 2004.
Health and safety Implications	<p>One of the key aspects of work with the private rented sector is to ensure that homes are safe to live in. Where problems with a health and safety implication are found in rented properties the landlord will be required to remedy these, or face enforcement action if they do not. This is guided by the Housing Health and Safety Rating System (HHSRS)</p> <p>https://www.gov.uk/government/collections/housing-health-and-safety-rating-system-hhsrs-guidance</p>
Consultees:	<p>Natasha Beresford, Group Manager, Strategic Housing</p> <p>Fiona Williamson, Assistant Director Housing</p> <p>Mark Gaynor, Corporate Director Housing and Regeneration</p> <p>Herts and Beds Private Sector Housing Network</p> <p>Hertfordshire Fire Service</p>
Background papers:	<p>Appendix 1 - Enforcement Policy</p> <p>Appendix 2 - Tenant Fees Act Guidance</p> <p>Appendix 3 – Homes (Fitness For Human Habitation) Act 2018</p> <p>Appendix 4 - Houses in Multiple Occupation Policy</p> <p>Appendix 5 – New fee charges for HMOs</p>

Glossary of acronyms and any other abbreviations used in this report:	Houses in Multiple Occupation (HMO) Private Rented Sector (PRS) Full Time Equivalent (FTE) Housing Health and Safety Rating System (HHSRS) Ministry of Housing Communities and Local Government (MHCLG) Final Management Order (FMO) Key Performance Indicator (KPI)
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1. Introduction

- 1.1. In January 2018, the housing service took on the responsibility for regulating private sector housing.
- 1.2. We have continuously reviewed the transferring service, to ensure we are offering a structured and consistent service to allow households in the borough access to suitable, affordable and secure housing.
- 1.3. In July 2018, H&COSC reviewed the service approach to enforcement and HMO licencing and the Enforcement Policy was subsequently approved at Cabinet.
- 1.4. The purpose of this report is to provide members with an update on developments within the service and our response to legislative change. The report also includes an amendment to the Enforcement Policy and a draft Houses in Multiple Occupation Policy for consideration.

2. Context

- 2.1. On a national scale, the private rented sector is the fastest growing housing tenure type, having more than doubled in size over the last decade. A 2016 BRE Integrated Stock Model Report has identified that there are 65,289 dwellings in Dacorum, 11,700, or 18% of which, are privately rented properties.
- 2.2. As a result of growing national focus on this tenure type, there has been revision of guidance and an introduction of new legislation in this area during 2018/19.

3. Remit, Staffing and Resources

- 3.1. The Private Sector Housing team sits within Strategic Housing and now includes a dedicated Team Leader following approval for growth at 2019 Budget Scrutiny. The team structure chart can be seen at *appendix 6*.
- 3.2. The remit of this team is as follows;
 - Regulation of the Private Rented Sector (PRS) landlords and property standards
 - Licencing Houses in Multiple Occupation (HMO)
 - Interventions for owner occupier properties or Registered Providers where there are Category 1 Hazards, as defined by the HHSRS, and works outstanding

- Energy Efficiency Standards and Fuel Poverty
- Prevention of illegal evictions or harassment
- Empty Properties (as defined in 4.1)

3.3. Due to the capacity of the current staffing resource, change in guidance and legislation the team's primary focus has been on developing new procedures, policy and regulation of HMO's (which are felt to be a higher risk area). As a result, the team have yet to start tackling Empty Homes across the borough.

3.4. The table below is a basic overview of some of the key areas of work the team have undertaken since the transfer. The data below is taken from the monthly and quarterly KPI's and the status of the team workloads as at May 2019.

Enquiries received since June18 to May19	Total = 272 0-3 days to respond = 239 4-10 days to respond = 24 11 or more days to respond = 9
Inspections/visits undertaken since June18 to May19	205
FOI's received since June18 to May19	29
MP Enquiries received since June18 to May19	7
Current staff workloads (as at 1 May 2019)	Private Sector Enforcement Officers = 127 Private Sector Support Officer = 37 Environmental Health Officer = 36 Home Energy Officer = 28
Current HMO licence status	Licensed = 46 Pending licence = 32 Awaiting supporting documentation = 24

3.5. The above information gives an indicator of the work demands in the team; each enquiry is required to be investigated, visits undertaken and any remedial action advice given to the landlord. On average enquiries remain active and open with an officer for 8 weeks to enable the officer to undertake all necessary enquiries, ensure that the landlord has completed remedial works and any follow up inspections. The above data does not include follow up inspections, only initial visits.

3.6. Key Performance Indicator reporting over the past 12 months has shown a rising demand through direct approaches by tenants and enforcement work required by the team. The figures also show that we have an increase in approaches and service requests following our proactive work, which involved action days, estate/letting agent visits, advertising via Twitter and Facebook, newsletters and door knocking exercises.

3.7. The team are also responsible for two properties under Final Management Orders (FMO) following successful prosecution in 2014 & 2015. Prosecution related to serious nuisance activity and disrepair within both properties, affecting residents and the local community.

3.8.

An FMO is granted if the local authority is not satisfied that they would be able to grant a licence to the landlord or if there is a need to protect the health, safety or welfare of persons occupying the house on a long-term basis. A FMO is granted for a period 5 years. The council took the decision in 2014 to pass the daily management to Squires Estate Agents. Although both properties are managed in this way, the team must regularly review both FMO's to ensure the operation of the order and in particular, the management scheme and whether keeping the order in force in relation to the house with or without making any variations is the best alternative available to them.

4. Identification of Empty Homes

4.1. The Housing Act 2004 gives local authorities powers to tackle empty homes by using Empty Dwelling Management Orders. Local authorities should be engaging with owners and landlords and considering enforcement action, where it is identified that a property is unoccupied for at least 6 months or more and has no reasonable prospect of it being occupied in the near future.

4.2. The service has access to data held by the Council Tax department in relation to empty homes within the borough and as at the 1 May 2019, records show that there are 103 empty homes within the borough, which have been empty for two or more years.

4.3. Long-term empty homes represent a wasted resource, and cause a number of problems for the owner and the surrounding neighbourhood:

- Empty properties are a wasted resource that could provide an additional home in an area of high housing need
- Aid in the prevention of homelessness thus reducing demand for social housing and temporary accommodation
- Empty homes attract crime and anti-social behaviour
- They reduce the value of surrounding properties
- They are often an eyesore in the neighbourhood
- They can be costly for the owner to maintain
- And they are costly to the Local Authority to investigate

4.4. Returning an empty home to use has benefits for everyone in the area, by:

- Providing additional housing
- Reducing crime and vandalism in the area
- Regenerating the area
- Reducing the need for new developments
- Unlocking potential capital for the owner

- 4.5. Due to the level of resourcing available to the service on transfer to Housing in January 2018, efforts have been focussed on upskilling the team and developing a robust approach to the more high profile areas, such as HMO licensing, with the impending legislative change, which carry a greater risk if not identified and addressed. There have been no active complaints to the service with regards to Empty Homes and therefore no enforcement action has been taken to date.
- 4.6. The service intends to consider a proposal for further consideration as part of 2019/20 budget scrutiny for resourcing an approach in relation to empty properties.

5. Implementing Central Government Policies

5.1. A specific Private Sector Enforcement Policy was approved at Cabinet in July 2018 but due to legislative change since this time, a revision to the policy is proposed and can be seen at appendix 1. Additionally a HMO Policy has been drafted (appendix 4) to take account for the new legislation introduced by Central Government. This paper will draw attention to the key changes.

5.2. HMO Licensing Reform

5.2.1. In December 2017, the Ministry for Housing, Communities and Local Government (MHCLG) published a response to the proposed HMO licensing reforms. The new reforms offer major revisions to the HMO legislation extending the definition of an HMO to include houses with less than three storeys. This will mean all HMOs will be required to apply for a license regardless of the number of storeys the property has. Dacorum currently has 44 licensed HMOs in the borough.

5.2.2. This legislation went live in October 2018, Central Government have advised Local Authorities to prepare for a minimum increase of 350 properties, which could take the number of HMOs in Dacorum closer to 400. However it is noted that a Building Research Establishment (BRE) stock modelling report undertaken in 2016 identified a figure of 916 HMOs across Dacorum, it is not clear from this report how many of the identified properties would potentially be licensable under a scheme as the report was commissioned prior to legislative change. It is clear that the service has not yet identified all HMOs at this point (though it has more than doubled the number that are identified)

5.2.3. To achieve this, all suspected HMO's are being logged and inspected by the team. This involves writing to landlords of suspected HMO's informing them of the changes in definition and the requirement to apply for a licence. Failure to do so will result in enforcement action. Currently further plans are being developed to undertake a larger scale detection approach in collaboration with local agencies and letting agents.

5.3. Homes (Fitness for Human Habitation) Act 2018

5.3.1. This Act amends the Landlord and Tenant Act 1985 to create a new duty on landlords to ensure homes are fit for human habitation at the start of tenancy and throughout. The term fitness will be amended from the nine factors e.g. repairs, water supply, freedom from damp to also include any category 1 hazard under the HHSRS. Based on our knowledge of current properties with this category of hazard, this is approximately 1,800 homes in Dacorum.

5.4. Tenant Fees Act 2019

5.4.1. This Act defines what lawful charges a landlord or letting agent may place upon a tenant at the commencement or during the tenancy. The Act provides new enforcement powers for Trading Standards to take action where it is considered that a landlord or agent is charging unlawfully and local authorities are required to work in partnership with Trading Standards to support any such investigation or enforcement action.

6. Service demands & performance 2018/19

6.1. At present DBC has two Management Orders on properties, which are set to expire in 2019 and 2020.

6.2. We have provided 19 energy efficiency grants via Hertfordshire Warmer Homes since November 2017. The project co-ordinators have requested further investment from the council for the next 3 years; this is currently being considered by Housing Senior Management team.

6.3. Minimum Energy Efficiency Standards for the private rented sector were introduced in April 2018 for new tenancies and renewing an existing tenancy. In the last 12 months, we have been raising Landlord's awareness of the standards and advising on compliance. In the next 12 months, we will be consulting on the Council's approach to enforcement of the Minimum Energy Efficiency Standards in readiness for April 2020 when the standards will apply to all new and existing private rented sector tenancies. Further information on the Council's work to promote energy efficiency is available in the Council's Home Energy Conservation Act Progress Report 2017-19.

6.4. As at 1 May 2019 the council has 46 licenced HMO's. With a further 52 applications currently pending at various stages of assessment. Landlords are required to provide a variety of documentation to support their application, which includes gas and electrical safety certificates, DBS check and Energy Performance Certificate. In addition to vetting and checking documents received from landlords, the Officers are required to undertake scheduled inspections for each new application and then subsequent inspections at Year 2 and 4 of an approved licence. Following inspection visits it is normal for landlords to be required to undertake works to support their application. Each application is also subject to a 21-day objection period, this process means that licencing of a HMO is lengthy and often takes as much as 120 days.

- 6.5. Details of the fees payable by a landlord when submitting a HMO licence application can be found at appendix 5, it is important to note that HMO licence costs and income generated through enforcement action is ring fenced for investment back into the service area.
- 6.6. The website pages for the Private Sector Housing Team have been reviewed and updates, providing Dacorum landlords and tenants easily accessible guidance for the private sector. Individual factsheets have been created outlining the HHSRS identifiable hazards and the standards required when letting a property in the PRS.
- 6.7. A quarterly Private Housing Newsletter is now issued for landlords and tenants, the newsletter provides the latest legislation, news and updates from central government and advice for both parties on how to approach these changes as they happen in the sector.
- 6.8. Our dedicated landlord forum is run in partnership with the National Landlords Association is ran twice a year. The forum provides update to attending landlords on the latest enforcement guidance and changes; this is to ensure landlords within the borough keep a consistent approach when letting properties in the area.
- 6.9. With the government's increasing focus on the private rented sector, we will need to provide our landlords and tenants guidance for various acts which will be affecting the sector. The Homes (Fitness for Human Habitation) Act 2018 we will be a crucial tool for tenants to use if their homes are not meeting the required standards for human habitation. A guidance and information booklet is currently being developed within the team to and is intended for publication online in the summer 2019. This guide will provide tenants information on how to access support and advice from the Private Sector Housing Team if they are concerned about property standards.
- 6.10. The team is in liaison with Trading Standards to agree a collaborative approach to investigating breaches of the Tenant Fees ban. As this legislation comes into effect on 1 June 2019, the service is currently developing information and guidance to update our website with information on the permitted fees and how breaches can be reported. Further details will be issued via our summer newsletter to subscribers.

7. Understanding Dacorum's Private Sector and future needs

- 7.1. As mentioned, earlier in the report a BRE stock model report of the private sector in Dacorum was undertaken in 2016. We are required to undertake a further report during this financial year to gain a better understanding of the sector and challenges specifically to Dacorum. This will assist the service in shaping our future approach to improving conditions across the borough.
- 7.2. Undertaking an private sector stock condition survey will assist the service to establish a clear direction and fulfil our commitment of developing a Private Sector Housing Strategy. This will be developed in partnership with landlords, tenants, letting agents and other professional partners.

8. Fees and Charges

8.1. The service has worked closely with external legal advisors and our finance department to develop a new breakdown of costs to support a revision to our licence fee charges. The charges were approved at Cabinet in January 2019.

9. Conclusion

9.1. This report also draws members' attention to key legislative changes, which the team are required to meet over the next year.

9.2. Through the amended PRS Enforcement Policy and the drafted HMO Policy, the service sets out a proposal for regulating the PRS. These draft documents offer members an opportunity to help shape the approach taken.

9.3. Finally, the report informs members of the work that is on-going to regulate the service and the challenges faced



Private Rented Sector (PRS) Enforcement Policy

Last reviewed May 2018

Private Rented Sector Housing Enforcement Policy

This policy is managed and adhered to by the housing service. will be reviewed on a regular basis.

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3.0 Links to other corporate strategies and policies

4.0 Legislation

1.1 Introduction

Dacorum Borough Council (DBC) is committed to ensuring that all Dacorum residents living in the private rented sector live in homes that are safe and meet the required standards.

We recognise most landlords want to be compliant and provide a good standard of home to their tenants. This policy sets out how we will take appropriate action using powers outlined in relevant legislation (i.e. Housing Act 2004 and more specifically the Health and Safety Rating System [HHSRS]) to tackle 'rogue landlords' that have a clear disregard for their responsibilities and the safety of their tenants.

This policy defines enforcement as any action taken by the Private Rented Sector Housing Team. This is not limited to formal enforcement action such as notices, civil penalties or banning order. It also includes offering advice or undertaking an initial investigation of a complaint.

This policy covers all types of property in the Private Rented Sector; it does not however include empty homes. It will make reference to owner occupiers.

1.2 Aim(s) of the policy:

The aims of this policy are to:

- Outline a range of enforcement options available to the Private Rented Sector Housing Team;
- Ensure a fair, reasonable and consistent approach to enforcement is used in accordance with all appropriate guidelines and legislation; and
- Provide tenants and landlords with an overview of the consequences of enforcement action.

1.3 Links to Council's corporate aims:

This policy supports the council's corporate priorities which are set out in ['Delivering for Dacorum – Corporate Plan 2015-2020'](#).

1.4 Equality and diversity

The council is committed to promoting equality of opportunity in housing services and has procedures in place to ensure that all Applicants and Tenants are treated fairly and without unlawful discrimination.

1.5 Policy Statement(s)

All landlords in Dacorum are required to take responsibility for managing their properties so their tenants live in good conditions and feel safe and secure in their home.

All complaints received will be fully investigated before action is taken.

We will take action against landlords that do not effectively maintain their properties or cause unnecessary upset for their tenants.

We will use a range of powers delegated to the council to achieve a positive outcome for tenants living in poor conditions.

We will ensure all officers are competent and have a thorough understanding of current and upcoming legislation so any action taken by the council against landlords is informed.

Where required we will also use powers to maintain the safety of owner occupiers.

2.0 Private rented sector enforcement policy detail

2.1 Powers to investigate

We will fully investigate all complaints and requests we receive using relevant powers to gather information and gain access to properties where necessary. Investigations will be undertaken by officers who will determine whether enforcement action is required.

As part of our investigations, in line with section 235 of the Housing Act 2004, we may request documentation to be produced in order to:

- Identify whether any offence has been committed under Parts 1-4 of the Housing Act 2004; or
- Support our functions as a local authority under Parts 1-4 of the Housing Act 2004.

So that we can determine details of anyone with an interest in the property being investigated (e.g. occupier, mortgagee, lessee or someone who is directly or indirectly receiving rent payments), a Requisition for Information may be served under section 16 of the Local Government (Miscellaneous Provisions) Act 1976.

A response to such notice must be provided within 14 days. Failing this, or deliberately providing false information, could result in a fine.

In line with section 237 of the Housing Act 2004, we will also liaise with Housing Benefit and Council Tax departments where appropriate, to gather information which will support our investigations.

Where required, we will carry out inspections of the property in question. Under Section 239 of the Housing Act 2004, authorised officers have a power of entry to properties at any reasonable time to carry out an inspection. At least 24 hours' notice will be given to owners (if known) and occupiers (if any) ahead of a property inspection unless in the case of an emergency, or where there is imminent risk to the health and wellbeing of persons using the premises.

We are not required to give notice of entry if we are seeking to determine whether an offence has been committed under sections 72 (offences in relation to licensing of HMOs), 95 (offences in relation to licensing of houses) or Section 234 (offences in relation to HMO management regulations).

If admission is refused, premises are unoccupied or prior warning of entry is likely to defeat the purpose of the entry, then we can apply for a warrant to be granted by a Justice of the Peace.

This warrant will include a power to enter by force, if necessary.

Following an inspection, a written response may be provided, usually in the form of a letter. It will include information on:

- what legislation is contravened
- what works are required and why
- wherever possible agreed timescales
- the nature of the enforcement action the authority may take in the future.

All investigations we carry out into alleged breaches will follow best professional practice and meet all necessary requirements of relevant legislation (as listed in 4.0).

2.2 Determining the need for enforcement action

All enforcement action taken will be both proportionate and reasonable. When deciding the type of action required, we will consider:

- The seriousness of the deficiencies identified in the property;
- The past history of compliance;
- The confidence in management and the degree of willfulness involved;
- The consequences of non-compliance;
- The existence of statutory duties or discretionary powers; and
- The likely effectiveness of the various enforcement options.

When deciding the appropriate action, we will also consider the views of the tenants and landlord, as well as any relevant partners e.g. the Fire Service.

Depending on the outcome of these consideration we may choose from a range of enforcement options, including:

- take no action;
- take informal action;
- take statutory action, e.g. service of Statutory Notices;
- carry out works in default;
- issue licences with conditions, remove licences or vary licence conditions;
- issue a caution;
- management orders;
- civil penalties;
- banning orders;
- rent repayment orders
- prosecute; or seek an injunction.

Investigative cases (and any enforcement action as a result) are regularly reviewed by senior officers to ensure a consistent approach in deciding the appropriate enforcement action to be carried out.

2.0 Private rented sector enforcement policy detail

2.3 Enforcement action options

2.3.1 Take no action

Where an officer has investigated a complaint and no breach of legislation or concerns are identified, no action will be taken.

2.3.2 Informal action

- Informal action that is either verbal advice, requests or warnings, or letters and inspection reports can be used when:
 - concerns identified are not considered a serious risk;
 - there is not a significant risk to the safety or health of the occupant or others as a result of the property;
 - informal action will be more effective and/or quicker than formal action; or
 - there is confidence in the Manager/owner or there is evidence they have previously responded well to advice and guidance from the team.

In the case of informal action, where the level of risk is not high and the landlord or managing agent is willing to work with the team, we will allow a reasonable timeframe for recommended works to be carried out. If works are not carried out in this time, the level of enforcement will increase.

2.3.3 Statutory action

If a property has a category 1 hazard under the HHSRS, we are legally required to take enforcement action.

In these cases, enforcement action may take the form of:

- an improvement notice (including suspended notices);
- a prohibition order (including suspended orders);
- a hazard awareness notice;
- emergency remedial action;
- an emergency prohibition order;
- a demolition order; or
- declaration of a clearance area.

Any orders undertaken or notices served will be accompanied by a statement of reasons under section 8 of the Housing Act 2004. All notices issued will include timescales that are reasonable and comply with statutory legislation.

We will maintain contact with the landlord or managing agent throughout the duration of the notice to ensure they comply with any requirements.

Landlords and managing agents can request an extension by contacting the officer who served the notice and outlining the reasons why an extension is required. This will be considered by the management team, who will approve or reject extensions. The outcome of this decision will be given to the landlord or managing agent in writing within 7 days of the request.

If a notice is not complied with, we will escalate the level of enforcement.

2.3.4 Works in default

If a landlord refuses or fails to carry out repairs following a notice, we will carry out works in default.

In most circumstances, a person will be given notice of our intention to carry out works in default. Where we are required to do this, the landlord will be charged for the repairs, any administration costs and for the time of the officers involved.

It is an offence for any person to obstruct the council or any of the contractors or agents that have been employed to carry out the works.

2.3.5 Variation and revocation of a licence

We will vary a licence where it is considered that there has been a change of circumstances since the licence was granted. A licence will be revoked following a change in ownership; death of the licence holder or by agreement with the licence holder if the property is no longer licensable.

We will revoke a licence if the licence holder or manager is no longer deemed to be a fit and proper person.

2.0 Private rented sector enforcement policy detail

2.3.6 Simple Caution

Officers may use simple cautions where someone has committed a less serious crime. Simple cautions warn people that their behaviour has been unacceptable and makes them aware of the legal consequences should they commit further offences. Simple cautions can only be issued where:

- Page 88
- there is evidence an offender is guilty
 - the offender is eighteen years of age or over
 - the offender admits they committed the crime
 - the offender agrees to be given a caution

If the offender does not agree to receive a caution, then they are likely to be prosecuted instead.

Simple cautions will not be used where there is history of offending within the last two years, or where the same type of offence has been committed before.

The case officer will present cases to the Private Rented Sector Enforcement Panel for authority to issue a simple caution. The Cautioning Officer will be the Group Manager, Strategic Housing who will act in conjunction with the Solicitor to the Council, who is the head of Legal Services and they will follow the cautioning procedure from the Ministry of Justice guidance. Where appropriate, the issue of a simple caution will be notified to a home authority, originating authority, lead authority or primary authority.

If an offender refuses to accept a formal caution, the delegated officer will refer the matter to the Head of Legal Services who may pursue a prosecution, taking into account the relevant guidance and the council's constitution.

2.3.7 Management orders

Under Part 4 of the Housing Act 2004 we will take over the management of privately rented property through a management order in certain circumstances (where a privately rented property is unlicensed/no suitable licence holder can be found).

Section 26 and Schedule 3 of the Housing and Planning Act 2016 allows us to also make a management order in circumstances where a banning order has been made and where a privately rented property is being let in breach of a banning order (see section 2.3.9)

2.3.8 Civil Penalties

Civil penalties are a financial penalty we can impose under the Housing Act 2004 and the Housing and Planning Act 2016 (section 23, 126 and schedule 9), as an alternative to prosecution. In Dacorum, civil penalties will be used for the following:

- Failure to comply with an Improvement Notice (section 30 of the Housing Act 2004);
- Offences in relation to licensing of Houses in Multiple Occupation (section 72 of the Housing Act 2004);
- Offences in relation to licensing of houses under Part 3 of the Act (section 95 of the Housing Act 2004);
- Offences of contravention of an overcrowding notice (section 139 of the Housing Act 2004);
- Failure to comply with management regulations in respect of Houses in Multiple Occupation (section

The Private Sector Housing Team will work with the dedicated Environmental Health Officer to review cases and determine the level of civil penalty. The amount decided can range up to a maximum of £30,000.

Factors that will contribute to the level of civil penalty imposed include:

- The severity of the case and the harm caused to the tenant or others as a result of the property;
- Any previous enforcement action taken against the landlord or managing agent, including evidence of previously failing to comply;
- The level of punishment required to deter the landlord or managing agent from failing to take responsibility for their tenants and properties in the future; and
- Any financial gain acquired by the landlord or managing agent as a result of their failings.

We will also use powers to assess a landlord's assets and any income they receive (not just rental income) when determining an appropriate penalty.

Landlords cannot be prosecuted for the same offence if we have already issued a Civil Penalty. Additionally, we cannot issue a Civil Penalty if we are already in the process of prosecuting a landlord.

We will issue a civil penalty for each individual breach of the management regulations for Houses in Multiple Occupation.

2.0 Private rented sector enforcement policy detail

2.3.9 Banning orders

A banning order is an order by the first-tier Tribunal that bans a landlord from:

- Letting houses in England; and
- Engaging in letting agency or property management work in England.

We will use banning orders in cases where we believe an individual poses high risk as a practicing landlord (based on evidence that has occurred after April 2018).

A banning order will be issued for a minimum of 12 months, but there is currently no maximum amount of time a banning order can be in place for. When applying for a banning order we will consider the level of harm or risk created by the landlord's actions and use this to make a recommendation to the first-tier tribunal for the length of time a banning order should be in place.

2.3.10 Rent repayment orders

Under the Housing Act 2004, rent repayment orders can be used when the landlord of a property has failed to obtain a licence for a property that was required to be licensed. Specifically, offences in relation to licensing of Houses in Multiple Occupation (section 72(1)) and offences in relation to licensing of houses under Part 3 of the Act (section 95(1)).

Section 41 of the Housing and Planning Act 2016 extended the use of rent repayment orders meaning we can now also apply for a rent repayment order for the following:

- Failure to comply with an improvement notice under section 30 of the Housing Act 2004;
- Failure to comply with a prohibition order under section 32 of the Housing Act 2004;
- Breach of a banning order made under section 21 of the Housing and Planning Act 2016;
- Using violence to secure entry to a property under section 6 of the Criminal Law Act 1977; and
- Illegal eviction or harassment of the occupiers of a property under section 1 of the Protection from Eviction Act 1977.

It is important to note that tenants also have the right to apply for a rent repayment order.

Any rent paid following a rent repayment order will be returned to either the tenant (if rent was paid directly by them) or the council, (if rent was covered by Housing Benefit / Universal Credit). Where there is a split of benefit payment and personal income this will be split accordingly.

When pursuing a rent repayment order, we will do this on behalf of both the council and the tenants rather than tenants being required to use this power and make a separate application.

When a landlord commits the following:

- Failure to comply with an Improvement Notice (section 30);
- Offences in relation to licensing of Houses in Multiple Occupation (section 72(1));
- Offences in relation to licensing of houses under Part 3 of the Act (section 95 (1))

We can also issue a civil penalty notice (see section 2.3.8).

When applying for a rent repayment order we will:

- Inform the landlord that the local housing authority is proposing to apply for a rent repayment order and explain why;
- State the amount that the local housing authority is seeking to recover;
- Invite the landlord to make representations within a period specified in the notice which must be at least 28 days.

2.3.11 Prosecution

Where a local housing authority decides to prosecute when a landlord has committed breaches in more than one local housing authority area, it should consider the scope for working together with other local housing authorities.

2.0 Private rented sector enforcement policy detail

A prosecution will only take place where it is in the public interest and where there is sufficient evidence to support that course of action. In a case where there is sufficient evidence to warrant a prosecution but the public interest would not benefit from such a course of action, then a Simple Caution may be used as an alternative (see section 2.3.6).

Any decision to prosecute will initially be considered by the Private Rented Sector Enforcement Panel. The panel will consider any mitigating reasons to not pursue prosecution, such as;

- Any reasonable explanation provided by the individual or company.
- Evidence that the individual or company intends to prevent a recurrence of the problem
- An individual's age and state of health
- The offender's attitude to the offence

If prosecution is deemed appropriate, then the case will be fully prepared and referred to the Legal Team for consideration. All prosecutions will be brought without unavoidable delay and generally there is a requirement to lay information with the Courts within six months of the identified date that the offence was committed.

2.3.12 Injunction

We may ask to issue an injunction against a landlord to prevent certain actions, activities or threats being carried out.

2.3.13 The Tenant Fees Act 2019

This Act defines what lawful charges a landlord or letting agent may place upon a tenant at the commencement of or during the tenancy. The Act provides new enforcement powers for Trading Standards to take action where it is considered that a landlord or agent is charging unlawfully, local authorities are required to work in partnership with Trading Standards to support any such investigation or enforcement action.

2.3.14 The Homes (Fitness for Human Habitation) Act 2018

This Act amends the Landlord and Tenant Act 1985 to create a new duty on landlords to ensure homes are fit for human habitation at the start of tenancy and throughout. The term fitness will be amended from nine factors e.g. repairs, water supply, freedom from damp to also include any category 1 hazard under the HHSRS. This Act is to provide greater support to tenants and the Private Sector Housing Team will provide assistance to tenants wishing to seek further advice about possible action.

2.4 Community Safety and Landlord Responsibility

Landlords in Dacorum may be asked to attend a multi-agency meeting with service such as the police or social care if we consider there to be a risk to their tenants. The Private Sector Housing Team will request meetings in writing on behalf of the Community Safety Partnership.

2.5 Rogue Landlord Database

From 01 April 2018, the Housing and Planning Act 2016 requires us to input the details of any landlord or managing agent that we issue a banning order against onto a national database. This database can be accessed by all Local Housing Authorities.

Under section 30 of the Housing and Planning Act 2016, we can also input the details of landlords or managing agents who receive two civil penalties within a 12-month period. While this is discretionary, we are committed to tackling rogue landlords and believe that where two civil penalties have been issued within 12 months, it is appropriate to use this power.

2.0 Private rented sector enforcement policy detail

2.6 Owner Occupiers

There may be occasions we are required to intervene and use powers on owner occupiers. This will be administered largely through hazard awareness notices.

However, the use of improvement notices, prohibition notices and their emergency equivalents will be considered in cases involving:

- Vulnerable elderly people who are judged incapable of making informed decisions about their own welfare
- Vulnerable individuals who require the intervention of the council to ensure their welfare is best protected
- Hazards that might reasonably affect persons other than the occupants
- Serious risk of life-threatening harm such as electrocution or fire

2.7 Registered Providers

We expect Registered Providers (RP) to ensure their homes are the required standard. If these are not completed tenants will be advised to use the in house complaints process or contact the Housing Ombudsman Service.

If the RP does not take appropriate action or we have concerns for the safety of the tenant, we can intervene and take action.

2.8 Staff competency

This policy is administered by the dedicated Private Sector Housing Team. All officers in the team are authorized to enforce delegated powers on behalf of the council.

The competency of officers to regulate the private rented sector through investigation and enforcement is maintained by completion of mandatory training and any relevant qualifications.

2.9 Exceptions to policy

While we are committed to working with tenants and landlords, the following situations may impact our involvement and ability to use enforcement powers:

- where the tenant(s) unreasonably refuse access to the landlord, managing agent or landlord's builder, to arrange or carry out works
- where the tenant(s) have, in the opinion of the council, clearly caused the damage to the property they are complaining about, and there are no other items of disrepair
- where the complaint is found to be trivial or has no reasonable justification on visiting the property

- where the tenant(s) have, in the opinion of the council, clearly caused the damage to the property they are complaining about, and there are no other items of disrepair
- where the tenant(s) have requested a service and then failed to keep an appointment and not responded to a follow up letter or appointment card
- where the tenant(s) have been aggressive, threatening, verbally or physically abusive towards officers
- where the tenant unreasonably refuses to provide the council with relevant documentation

2.10 Appeals

Where a statutory notice / order is served, or a licensing decision is made, the method of appealing the decision will be included within the documentation provided. This will include the full postal address and contact information for the relevant appeal body and the relevant time period to submit an appeal.

To reduce the potential for unnecessary appeals, clear reasons will be given, wherever possible, to a person against whom enforcement action is being taken.

2.0 Private rented sector enforcement policy detail

2.11 Publicising Outcomes

Verdicts and sentences in criminal cases are given out in open court and are a matter of public record. Evidence suggests that the public wants to know about the outcomes of local court cases. This information is also a legitimate way of engaging communities and making criminal justice services more transparent and accountable.

We may publicise the outcomes of criminal cases and basic personal information about the convicted offender, in accordance with guidance issued by the Criminal Justice System (Publicising Sentencing Outcome, CJS, 2011).

We will publicise action taken with the aim to:

- Reassure the public;
- Increase trust and confidence in the criminal justice system;
- Improve the effectiveness of the criminal justice system, and
- Discourage offending and/or re-offending.

3.0

Links to other corporate documents

This policy links to and should be read in conjunction with the following policies and strategies:

- HMO policy
- [Homelessness Strategy](#)
- [Fire Safety guidance for HMO's](#)
- [Fit & proper statement](#)
- [Regulators statement](#)
- ['Delivering for Dacorum – Corporate Plan 2015-2020'](#)

4.0

Legislation

The legislation listed below will be taken into consideration when implementing this policy:

- [Housing Act 2004](#)
- [The Human Rights Act 1998](#)
- [The Equality Act 2010](#)
- [The Regulation of Investigatory Powers Act 2000](#)
- [The Police and Criminal Evidence Act 1984 – Codes of Practice](#)
- [Enforcement Guidance issued under section 9 of the Housing Act 2004](#)
- [The Criminal Procedures and Investigations Act 1996](#)
- [The Legislative and Regulatory Reform Act 2006](#)
- [The Code for Crown Prosecutors](#)
- [The Enforcement Concordat](#)
- [Homes \(Fitness for Human Habitation\) Act 2018](#)
- [Tenant Fees Act 2019](#)

Tenant Fees Act 2019: Guidance for landlords and agents

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ABOUT THE BAN

Please note: this guidance applies to England only.

What fees can I ask a tenant to pay?

You cannot require a tenant (or anyone acting on their behalf or guaranteeing their rent) to make certain payments in connection with a tenancy. You cannot require them to enter a contract with a third party or make a loan in connection with a tenancy.

The only payments you can charge in connection with a tenancy are:

- a) [the rent](#)
- b) [a refundable tenancy deposit](#) capped at no more than five weeks' rent where the annual rent is less than £50,000, or six weeks' rent where the total annual rent is £50,000 or above
- c) [a refundable holding deposit](#) (to reserve a property) capped at no more than one week's rent
- d) [payments to change the tenancy](#) when requested by the tenant, capped at £50, or reasonable costs incurred if higher
- e) [payments associated with early termination of the tenancy](#), when requested by the tenant
- f) [payments in respect of utilities, communication services, TV licence and council tax](#); and
- g) [A default fee for late payment of rent and replacement of a lost key/security device, where required under a tenancy agreement](#)

If the fee you are charging is not on this list, it is a **prohibited payment** and you should not charge it. A **prohibited payment** is a payment outlawed under the ban.

If you are uncertain as to whether a charge is permitted, you should consider contacting Citizens Advice or obtaining legal advice. You could contact your [local trading standards authority](#) or the lead enforcement authority.

You cannot evict a tenant using the [section 21 eviction procedure](#) until you have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.

In the Act “in connection with a tenancy” is defined as requirements:

- by a landlord or letting agent in consideration of, or in consideration of arranging for, the grant, renewal, continuance, variation, assignment, novation or termination of a tenancy

- on entry into a tenancy agreement, or an agreement relating to a tenancy with a letting agent, containing provisions requiring the tenant to do any of those things
- pursuant to a provision of a tenancy agreement, or pursuant to an agreement relating to a tenancy with a letting agent, which requires or purports to require the person to do any of those things in the event of an act or default of the person or if the tenancy is varied, assigned, novated or terminated; and
- as a result of an act or default related to the tenancy unless pursuant to, or for breach of, a tenancy agreement, or an agreement relating to a tenancy with a letting agent; and
- in consideration of providing a reference for a former tenant

You are permitted to ask a tenant to pay:

a) [the rent](#)

You should agree the amount of rent to be paid with the tenant when agreeing to let the property. The rent should be paid at regular, specified intervals. The amount charged will usually be equally split across the tenancy. In the first year of the tenancy, you must not charge more at the start of the tenancy compared to a later period.

For example, you cannot require a tenant to pay £800 in month one and £500 in month two onwards – the additional excess of £300 in month one will be a [prohibited payment](#). But, if appropriate, you may decrease the rent (without penalty) during the first year if agreed by the tenant once the tenancy has started or under a rent review clause that enables both rent increases and decreases.

b) [a refundable tenancy deposit \(capped at no more than five weeks' rent where the total annual rent is below £50,000, or six weeks' rent where the total annual rent is £50,000 or above\)](#)

You may ask a tenant to pay a tenancy deposit as security for the performance of any obligations, or the discharge of any liability arising under or in connection with the tenancy for example in case of any damage or unpaid rent or bills at the end of the tenancy. You are not legally required to take a deposit. In any case, you must not ask for a deposit which is more than five weeks' rent where the annual rent is less than £50,000. If the annual rent is £50,000 or greater the tenancy deposit is capped six weeks' rent. Any amount above this will be a [prohibited payment](#).

Any deposit you request must usually be protected in one of the three Government backed [tenancy deposit schemes](#) within 30 days of taking the payment. You must provide the tenant with information as to where and how their deposit is protected. The deposit is the tenant's money and you will need

to provide evidence to substantiate any deductions from the deposit at the end of the tenancy if challenged.

c) [**a refundable holding deposit \(capped at no more than one week's rent\)**](#)

You may ask a tenant to pay to demonstrate a commitment to rent the property whilst referencing checks take place. You cannot ask a tenant for a holding deposit which is more than one week of the total rent for that property. If you ask for a holding deposit which is above one week's rent, this will be a [prohibited payment](#).

You may only accept one holding deposit for one property at any one time. If you accept more than one, this will be a prohibited payment. You should stop advertising a property once a holding deposit has been agreed to be paid.

You must refund the holding deposit where a tenant later enters into a tenancy agreement, the landlord decides not to rent the property, an agreement is not reached before the **'deadline for agreement'** (and the tenant is not at fault), or if you impose a requirement that breaches the ban and/or act in such a way that it would be unreasonable to expect a tenant to enter into a tenancy agreement with you (i.e. including unfair terms in a tenancy agreement or harassment etc.)

The **'deadline for agreement' for both parties** is usually 15 days after a holding deposit has been received by a landlord or agent (unless otherwise agreed in writing).

You can only retain a tenant's holding deposit if they provide false or misleading information which reasonably affects your decision to let the property to them (i.e. calls into question their suitability as a tenant, this can include their behaviour in providing the false or misleading information), they fail a right to rent check, withdraw from the proposed agreement (decide not to let) or fail to take all reasonable steps to enter an agreement (i.e. responding to reasonable requests for information required to progress the agreement) when the landlord and/or agent has done so. Where you wish to retain the holding deposit, you must set out in writing the reason for this within 7 days of deciding not to enter the agreement or the **'deadline for agreement'**.

d) [**default fees \(for late payment of rent and replacement of a lost key/security device, where required under a tenancy agreement\)**](#)

You can only charge a tenant a default fee where this has been written into the tenancy agreement and this is for a late payment of rent (which is more than 14 days overdue) or a lost key/security device giving access to the housing.

The fee will be a [prohibited payment](#) where this exceeds interest at more than 3% above the Bank of England's annual percentage rate for each day that the payment is outstanding (for a late rent payment) or the reasonable costs incurred by the landlord or agent (for a replacement key/security device). The Act does not affect any entitlement to recover damages for breach of contract.

- e) [changes to the tenancy \(capped at £50 or reasonable costs if higher\)](#)
Where a tenant requests a change to the tenancy agreement (e.g. a change of sharer or permission to keep pets on the property) you are entitled to charge up to £50 for the work involved in amending the tenancy agreement or the amount of your reasonable costs if they are higher. It is good practice for a landlord or agent to agree to reasonable requests to vary the tenancy agreement. The general expectation is that the charge will not exceed £50. You should provide evidence to demonstrate the reasonable costs of carrying out the work if you wish to charge above £50. Any charge that exceeds the reasonable costs you have incurred will be a [prohibited payment](#).

Please note: the provisions on a change to the tenancy does not apply to a renewal or to the length of the tenancy. From **1 June 2019**, agents and landlords will not be able to charge for a renewal of a tenancy under the Act. However, if the tenancy was entered into before **1 June 2019** and it was agreed in their contract to pay certain renewal fees, then a landlord or agent can charge these fees for a new fixed-term agreement or statutory periodic agreement up until **31 May 2020**.

- f) [early termination \(capped at the landlord's loss or agent's reasonable incurred costs\)](#)
If a tenant requests to leave before the end of their tenancy you are entitled to charge an early termination fee. This must not exceed the financial loss that a landlord has suffered in permitting, or reasonable costs that have been incurred by the agent in arranging for, the tenant to leave early.

This usually means that a landlord must not charge any more than the rent they would have received before the tenancy reaches its end. It is good practice to agree to any reasonable request to terminate the tenancy agreement early. If there are no missed rent payments, we encourage you to not charge any early termination fees unless you can demonstrate through evidence to the tenant that specific costs have been incurred (e.g. marketing and referencing costs). Any payment that exceeds the landlord's financial loss or an agent's reasonable costs will be a [prohibited payment](#).

- g) [council tax, utility and communications services](#)

Tenants are still responsible for paying bills in accordance with the tenancy agreement, which could include council tax, utility payments (gas, electricity, water) and communication services (broadband, TV, phone). There is associated consumer protection legislation which prohibits landlords from over-charging for these services. The Office of Gas and Electricity Markets, 'OFGEM', fixes maximum resale prices under section 44 of the Electricity Act 1989, section 37 of the Gas Act 1986 and the Water Resale Order 2006 governs the maximum price for water.

When does the ban apply?

It depends on when a tenancy agreement was entered into. The ban is being introduced in two stages.

1. From **1 June 2019**, if you enter into a tenancy agreement, student let or licence to occupy housing in the private rented sector, you will be prohibited from charging any fees or other payments that are not included in the list of permitted payments [above](#).

Landlords will be responsible for the costs associated with setting up, renewing or ending a tenancy (i.e. referencing, administration, inventory, renewal and check-out fees). Agents and landlords do not have to pay back any fees that have been charged to a tenant before **1 June 2019**.

Where a tenancy agreement was entered into before **1 June 2019**, you will still be able to charge fees until **31 May 2020**, but only where these are required under an existing tenancy agreement. This might include, for example, fees to renew a fixed-term agreement where a tenant had already agreed to pay these. However, you should consider whether it is necessary to charge in such instances. Where fees are charged, businesses such as letting agents are prohibited from setting unfair terms or fees under existing consumer protection legislation.

2. From **1 June 2020**, the ban on fees will apply to all applicable tenancies and licences to occupy housing in the private rented sector. You will not be able to charge any fees after this date (apart from those fees which are expressly permitted under the ban – see above).

What does this mean for existing tenancy agreements?

If a tenancy agreement was entered before **1 June 2019**, you can continue to require a tenant to pay fees written into that agreement (e.g. check-out or renewal fees) until **31 May 2020**.

After **1 June 2020**, the term requiring that payment will no longer be binding. Should you, in error, ask a tenant to make such a payment, you should return the payment

immediately and must return this within 28 days. If you do not return the payment within 28 days, you will be treated for the purposes of the Act as having required the tenant to make a prohibited payment (a payment that is outlawed under the ban).

You do not need to return any amount of tenancy deposit that is over the cap for tenancy agreements that were entered into before the Tenant Fees Act came into force. For more information on this, please read the [Tenancy Deposit](#) section.

Who does the ban apply to?

The ban applies to all assured shorthold tenancies, tenancies of student accommodation and licences to occupy housing in the private rented sector in England. The majority of tenancies in the private rented sector are assured shorthold tenancies.

In this guidance 'tenant' includes licensees. **'Relevant persons'** are any persons acting on behalf of a tenant or licensee or guaranteeing the rent.

Please note: certain licences to occupy are excluded from the Tenant Fees Act 2019, such as those granted under Homeshare arrangements (provided that the necessary conditions apply).

Local housing authorities, the Greater London Authority or a person or organisation acting on their behalf are excluded from the definition of relevant person under the Act and can continue to make payments in connection with a tenancy when acting on behalf of a tenant or guaranteeing their rent.

ENFORCEMENT

Q. Who will carry out enforcement of the Tenant Fees Act?

[Trading Standards](#) authorities have a duty to enforce the ban but district councils that are not Trading Standards authorities will also have power to enforce if they choose to do so. You can find your local trading standards authority [here](#).

Q. Who are Trading Standards?

[Trading Standards](#) are based within local authorities and enforce consumer rights. They can determine whether a tenant or relevant person has been charged an unlawful or unfair fee by a landlord or agent and can issue a fine for breach of the ban, if this has been established.

Q. Do tenants have any other enforcement options?

The Act also makes provision for tenants or relevant persons to be able to recover unlawfully charged fees through the [First-tier Tribunal](#) and, importantly, prevents landlords from recovering possession of their property via the [section 21 eviction procedure](#) until they have repaid any unlawfully charged fees or unlawfully retained holding deposit. Tenants can also seek repayment through the relevant [redress scheme](#) (where this concerns an agent).

Q. What is a Lead Enforcement Authority?

The Secretary of State (i.e. the Government) can arrange for a Lead Enforcement Authority whose duty it is to oversee the operation of the tenant fees ban and any other relevant letting agency legislation. The Secretary of State may themselves act as Lead Enforcement Authority.

Q. What evidence will I need?

You should keep any evidence of payments that you have requested a tenant to make; this could be:

- tenancy or pre-tenancy agreements
- any other relevant paperwork
- receipts and invoices
- bank statements
- correspondence from the tenant – emails, letters, texts
- notes that you made at the time or shortly after any conversation with a tenant

FINANCIAL PENALTIES AND CONVICTIONS

Overview

A breach of the legislation will usually be a civil offence with a financial penalty of up to £5,000, but if a further breach is committed within 5 years of the imposition of a financial penalty or conviction for a previous breach this will be a criminal offence. The penalty for the criminal offence, which is a banning order offence under the Housing and Planning Act 2016, is an unlimited fine.

Where an offence is committed, local authorities may impose a financial penalty of up to £30,000 as an alternative to prosecution. In such a case, local authorities will have discretion whether to prosecute or impose a financial penalty. Where a financial penalty is imposed this does not amount to a criminal conviction.

A breach of the requirement to repay the holding deposit is a civil offence and will be subject to a financial penalty of up to £5,000.

Q. What is considered to be a breach of the ban?

Each request you make for a prohibited payment is a breach. For example, the following would be considered multiple breaches:

- charging different tenants under different tenancy agreements prohibited fees
- charging one tenant multiple prohibited fees for different services at different times
- charging one tenant multiple prohibited fees for different services at the same time
- charging one tenant one total prohibited fee which is made up of different separate prohibited requirements to make a payment e.g. £200 requested for arranging the tenancy and doing a reference check= multiple breaches.

Where you are being fined for multiple breaches at once, and you have not previously been served a financial penalty, the financial penalty for each of these breaches is limited to up to £5,000 each.

Q. When will enforcement authorities decide to impose a financial penalty as an alternative to prosecution?

Enforcement authorities are expected to develop and document their own policy on when to prosecute and when to issue a financial penalty of up to £30,000 and should decide which option they wish to pursue, on a case-by-case basis, in line with that policy. Local authorities must have regard to statutory enforcement guidance issued by the Lead Enforcement Authority or Secretary of State.

Q. What factors will enforcement authorities take into account when deciding the appropriate level of financial penalty?

Enforcement authorities have discretion when determining the appropriate level of financial penalty within the limitations set out by the Act.

Enforcement authorities are expected to develop and publish their own policy on determining the appropriate level of civil penalties to impose. Generally, we expect the enforcement authority to consider each breach on a case by case basis and for the maximum amount to be reserved for worst offenders.

The actual amount levied in any particular case should be fair and proportionate reflecting the severity of the offence as well as taking in to account the landlord or agent's previous record of offending.

Q. Can a tenant receive compensation under the ban?

A tenant is entitled be repaid the sum of any unlawfully charged fees, an unlawfully retained holding deposit or amounts paid under a prohibited contract as well as any interest awarded by the enforcement authority (in line with the Act).

Q. Will I be able to appeal an enforcement authority's decision to impose a financial penalty for breach of the ban?

Yes. You will be able to appeal to the [First-tier Tribunal](#) if you have been issued with a financial penalty in relation to the ban. An appeal against a financial penalty must be brought within 28 days from the day after the final notice was served. You may appeal against the decision to impose a penalty or the amount of the penalty.

Q. If I receive a financial penalty for breaching the ban, will I be added to the database of rogue landlords and property agents?

If you receive two or more financial penalties within a 12 month period, at a time when you were a landlord or agent, a local housing authority has discretion to include you on the database of rogue landlords and property agents. An offence under the Tenant Fees Act 2019 is a banning order offence under the Housing and Planning Act 2016.

Q. If I'm convicted of an offence under the ban, will I be added to the database of rogue landlords and property agents?

If you are convicted of an offence under the ban, this will constitute a 'banning order offence' under the Housing and Planning Act 2016. Local housing authorities have discretion over whether to include convictions for banning order offences on the database. If you have been convicted of a banning order offence, the local housing authority can apply to the [First-tier Tribunal](#) for a 'banning order'. Local housing

authorities are under a duty to record details of banning orders on the database. The government has published [guidance on banning order offences and banning orders](#).

Q. If I breach the ban on fees, can the local housing authority apply to the First-tier Tribunal for a banning order?

If you are convicted of an offence under the ban, the local housing authority may wish to consider applying for a banning order against you. We have issued separate [guidance](#) for local housing authorities on banning orders. Banning orders will be reserved for the most serious offenders.

Where can I get more information about letting a property in England?

The Government's [How to Let guide](#) provides useful information on rights and responsibilities when letting out a property.

You should also consult the [How to Rent a Safe Home](#) guide for information about how to identify potential hazards and unsafe condition, and to understand a private landlord's legal obligations when letting a residential property.

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Which types of tenancy does the ban apply to?

The ban applies to [assured shorthold tenancies](#) (except social housing or long leases), tenancies of student accommodation and licences to occupy housing in the private rented sector in England. Most tenancies in the private rented sector are assured shorthold tenancies.

In this guidance 'tenant' includes licensees. '**Relevant persons**' are any persons acting on behalf of a tenant or licensee or guaranteeing the rent.

What is an assured shorthold tenancy?

A tenancy is likely to be an [assured shorthold tenancy](#) if all the following apply:

- the property is rented privately
- the tenancy started on or after 28 February 1997
- the property is the person's main accommodation
- the landlord doesn't live in the property

What is a licence to occupy housing?

A [licence](#) is personal permission for someone to occupy accommodation. A licence can be fixed term or periodic (usually rolling month-to-month).

The main instances where someone might have a [licence rather than a tenancy agreement](#) are where:

- there is no intention to enter into a legal relationship (e.g. a friend you invite to house sit while you're on holiday)
- there is no right to exclusive occupation (e.g. they are a lodger)
- the arrangement is a service occupancy (e.g. where an employee is required to occupy the accommodation under their contract as it is essential for performance of their duties).

PROHIBITED PAYMENTS

What payments are not permitted under the ban?

VIEWING FEES

Q. Can I ask a tenant to pay a fee to view a property?

No. You cannot charge for this as viewing a property is part of the process connected with granting a tenancy.

TENANCY SET-UP FEES

Q. Can I charge a tenant for setting up a new tenancy?

No. After the ban comes into force you cannot charge a tenant for any activity (except if it is listed in the permitted payments section above) or for your time in setting up a new tenancy. It is a landlord's responsibility to pay for services they contract, including any costs associated with setting up a tenancy. This includes fees for referencing and credit checks, guarantor fees and administration.

However, if the tenancy was entered into before **1 June 2019** and the tenant agreed in their contract to pay certain renewal fees, then you can charge these fees for a new fixed-term agreement or statutory periodic agreement up until **31 May 2020**.

From **1 June 2020**, the term requiring that payment will no longer be binding on the tenant. Until that time, you should consider whether it is necessary to charge in such instances. Where fees are charged, businesses such as letting agents are prohibited from setting unfair terms or fees under existing consumer protection legislation.

You may ask a tenant to provide information which supports you to carry out a reference check, such as:

- **bank statements** – to assess a tenant's income and ability to pay rent
- **a reference from a previous landlord** (you cannot ask a tenant to pay for this)
- **proof of address history** (usually up to 3 years)
- **details of current employer** – an employer can verify a tenant's income and confirm whether they are trustworthy, reliable and honest

There are several third-party organisations, including agent and landlord associations, which will carry out professional referencing checks for you at a small cost – typically a full tenant reference check should cost no more than £30.

You could also pay a small fee to check the [Register of Judgments, Orders and Fines](#) to see whether a tenant has received a County Court Judgement (CCJ) in the last six years. A CCJ is a judgement that a county court issues when someone has failed to pay money that they owe - a CCJ could indicate money problems or trouble paying bills. You should not rely wholly on this information alone as tenants may be fully able to meet the terms of a tenancy even if they have a CCJ.

You can also search the bankruptcy and insolvency register for free – this will tell you whether a tenant has gone bankrupt or signed an agreement to deal with their debts in England and Wales.

Any information you request must be treated in accordance with relevant data protection legislation, including most recently, the General Data Protection Regulations which came into force in April 2018.

Q. Can I charge a tenant for an inventory?

No. A landlord or agent may choose to carry out an inventory check but cannot charge a tenant for this service. An inventory is a written record of the condition the property was in at the start of the tenancy, including details of anything that was already damaged or worn. This record should be agreed by you and the tenant. Conducting an inventory check at the start of a tenancy is in the interest of both tenants and landlords, but the burden of proof will fall on the landlord to demonstrate that any claims for damages against a tenant's deposit at the end of your tenancy are justified. It is preferable for an independent person to undertake check in and check out reports (e.g. a specialist inventory clerk).

You can also take your own photographic evidence of the condition of the property. You would need to ensure that any such evidence is dated, and you should share a copy with your tenant. It is best for any photographic evidence of the property's condition to be accompanied by a schedule of condition.

TENANCY CHECK-OUT FEES

Q. Can I charge a tenant to check-out at the end of a tenancy?

No. You cannot charge a tenant for any services connected with the termination or ending of a tenancy (unless this relates to early termination requested by the tenant). However, if the tenancy was entered into before **1 June 2019** and a tenant agreed in their contract to pay exit fees, such as check-out or inventory fees, you can charge these fees up until **31 May 2020**. From **1 June 2020**, the term requiring that payment will no longer be binding on the tenant.

You should consider whether it is necessary to charge in such instances. Where fees are charged, businesses are prohibited from setting unfair terms or fees under existing consumer protection legislation. You cannot require a tenant to pay any fees not set out in their tenancy agreement or any agreement with an agent.

Q. Can I charge a tenant for a professional clean at the end of a tenancy?

No. You cannot require a tenant to pay for a professional clean when they check-out. However, if the tenancy was entered into before **1 June 2019** and a tenant agreed in their contract to pay such fees, you can charge these fees up until **31 May 2020**. From **1 June 2020**, the term requiring that payment will no longer be binding on the tenant.

You may request that a property is cleaned to a professional standard. Tenants are responsible for ensuring that the property is returned in the condition that they found it, aside from any fair wear and tear. Fair wear and tear is considered to be a defect which occur naturally or as part of the tenant's reasonable use of the premises.

You cannot require a tenant to use a particular company to clean the property. If the property is not left in a fit condition, you can recover costs associated with returning the property to its original condition and/or carrying out necessary repairs by claiming against the tenancy deposit. You should justify your costs by providing suitable evidence (e.g. an independently produced inventory, receipts and invoices).

You are not able to claim deductions from a tenant's deposit for any change in the condition of the property which is due to fair wear and tear or if a tenant returns the property in the same condition as it was found.

Q. Can I charge a tenant for checking-out on a Saturday?

No. You cannot require a tenant to pay a fee when they leave the property, or checks out, on a Saturday, or at any time over the weekend. If a tenant chooses to check-out on a Saturday, you may charge for this, but only where the tenant has been given a reasonable alternative that does not require a fee (e.g. a check out during office hours, if this required).

However, if the tenancy was entered into before **1 June 2019** and a tenant agreed in their contract to pay such fees then you can charge these fees up until **31 May 2020**. From **1 June 2020**, the term requiring that payment will no longer be binding on the tenant.

Q. Can a tenant's previous landlord or agent charge me to provide a reference?

Yes. If you request a reference directly from a tenant's previous landlord or agent, they can charge for this. You will be responsible for negotiating and paying any costs associated with obtaining a reference required from a previous landlord or agent.

THIRD PARTY FEES

Q. Can I charge a tenant fees through a third party?

No. Under the ban, you cannot require a tenant to pay for the services of a third party. However, if a tenant opts to employ the services of a third party, for example, by purchasing their own reference check or inventory service, they will be responsible for any associated costs.

Q. Can I require a tenant to obtain a reference?

No. You cannot require a tenant obtain a reference through a third-party reference service as a condition of granting a tenancy, but a tenant could opt to obtain such a reference voluntarily. You can ask a tenant to supply a reference from a former landlord or agent, but the previous landlord or agent cannot charge the tenant for this. If you request a reference directly from a tenant's previous landlord or agent, and they want to charge for doing this, you will have to negotiate this with the previous landlord or agent directly and pay any associated costs if required.

Q. Can I charge a tenant to undertake a credit check through a third party?

No. You can ask a credit referencing agency to carry out a check on a tenant, and you can ask the tenant to provide the necessary details to complete the check. However, you cannot make the tenant pay for this. If the tenant does not provide the information reasonably required by the third party to carry out a check and they have been given reasonable notice, you may be able to retain their holding deposit, if they paid one.

Q. Can I refuse to let to a tenant if they do not have a reference check provided by a third party?

No. You cannot require a tenant to meet any conditions that could only be met by paying a fee for a third-party service. This means that you cannot require a tenant to pay a fee through a third party where there is an alternative option which does not require a fee but imposes an excessive or unrealistic requirement on the tenant. For example, you cannot ask a tenant to pay a fee to a third party for a credit check where the alternative requires them to provide five years' bank statements.

You can ask a tenant to provide any information you reasonably require in order to undertake referencing or credit checks through a third party. If a tenant does not provide this when requested and they have been given reasonable notice, you could be entitled to retain their holding deposit, if they have paid one.

Q. Can I ask a tenant to pay for gardening services?

No. You cannot require a tenant to pay for gardening unless this has been included as part of the rent.

Q. Can I ask a tenant to take out insurance through a third-party?

No. You cannot require a tenant to do this, although they may choose to do this voluntarily.

Q. Can I charge a tenant for a rent guarantor?

No. You can ask a tenant to provide a suitable rent guarantor as a condition of granting the tenancy; however, you cannot ask the tenant or their guarantor to pay any fees associated with meeting this condition (e.g. referencing or administration costs).

Q. Can a tenant opt to pay for a third-party service?

A tenant can use the services of a third party if they choose to do so. For example, a tenant may use a reference checking company, a deposit replacement product or an inventory service. However, a tenant cannot be required to do so by a landlord or agent in connection with a tenancy.

You cannot require a tenant to meet any conditions that could only be met by paying a fee for a third-party service (e.g. requiring a professional clean at the end of the tenancy). However, you may ask a tenant or give them the option to do something as an alternative to complying with a different requirement which is permitted under the ban. For example, if the tenant is required to pay a default fee under a tenancy agreement to cover the reasonable costs of a replacement key, you could give them the option to replace the lost key at their own cost and time through a third-party. Alternatively, you may give a tenant the option of using a deposit replacement product instead of paying a tenancy deposit. Where possible, we encourage landlords and agents to be flexible.

Q. Can a tenant opt to use an agent to act on their behalf?

If a tenant chooses to employ an agent to act on their behalf, for example, a relocation agent, to support them in finding housing to rent in England whilst they are living overseas or outside of the area, the agent would be permitted to charge the tenant for such services (provided that the tenant rents housing from that agent and the agent does not work on behalf of the landlord).

Q: Can I ask a tenant to pay for chimney sweeping services?

No. Under the ban, landlords or letting agents cannot require tenants to pay for the services of a third party, including chimney sweeping services. If the tenants prefer to employ the services of a third party, they will be responsible for any associated costs.

Landlords have a duty to ensure the property is maintained safely and should consider the potential risks associated with chimneys. If the tenancy agreement prohibits tenants from using a fireplace or to have the chimney swept and the tenants failed to comply with the restriction or obligation and this constitutes a loss to the landlord i.e causes damage or additional expense, the landlord may seek to recoup this loss from the tenancy deposit.

Please note: you cannot evict a tenant using the [section 21 eviction procedure](#) until you have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.

PERMITTED PAYMENTS

What payments are permitted under the ban?

RENT

Q. Can I ask a tenant to pay more rent in the first few months to cover the cost of banned fees?

No. Under the ban, you cannot require a tenant to enter into an agreement that 'front loads' the rent at the start of a tenancy i.e. by charging more for the first month(s) of the tenancy. The amount of rent charged should normally be equally split across the first year of the tenancy.

However, after the tenancy has begun, you can reduce or increase a tenant's rent without breaching the Tenant Fees Act if agreed with the tenant or under a rent review clause in the tenancy agreement (provided that the rent review clause permits both a rent reduction or increase according to the circumstances).

Q. Can I increase the rent part way through the tenancy?

You can increase the rent if a tenant agrees to this or under a rent review clause in the tenancy agreement (in the first year of the tenancy, this is provided that the rent review clause would also have permitted a rent decrease). If the tenancy is an assured shorthold periodic tenancy, you can also increase the rent annually by notice in accordance with section 13 of the Housing Act 1988.

If you seek to increase the rent by way of a section 13 notice the tenant may apply to the [First-tier Tribunal](#) for determination of the reasonable rent.

You may want to consider including a rent review clause in the tenancy agreement to enable you to discuss any changes in rent level with the tenant at an appropriate time.

Q. Can I ask a tenant to pay rent upfront if they don't have a suitable guarantor or reference checks?

Yes. You could ask a tenant to pay their rent in a lump sum but should consider if this is necessary and affordable for the tenant. You cannot charge any more in an up-front lump sum payment than would have been chargeable over the fixed-term of the tenancy. For example, if the rent is £500 a month and the tenancy is for a fixed-term of six months, you cannot ask a tenant to pay more than £3,000 up front.

A tenancy agreement must not ask a tenant to pay more rent in the first month compared to a later period (the rent instalments should be **split equally** across the first year of the tenancy). You could reasonably ask a tenant to pay more than one rent instalment at the start of the tenancy but only where the tenancy agreement does not require this as a single rent payment. For example, if the rent was £400 per

month, you could ask a tenant to pay three months' rent upfront (3 x £400 = £1200), but the tenancy agreement could not make a tenant liable (responsible) to pay £1200 in the first month and then £400 every month after that.

Q. If a tenant cannot afford to pay the tenancy deposit, can I increase the rent as an alternative to taking a tenancy deposit?

You should discuss with the tenant whether there is a suitable deposit alternative available to them. They may be able to access a loan from a third-party scheme or secure a guarantee to cover damages and/or unpaid rent.

You should make clear to the tenant that they will often still be responsible for the costs of any damages and/or unpaid rent at the end of the tenancy, even where they have paid an up-front fee to a third-party or they have used a deposit replacement product.

The amount that you ask for in rent should be fair, in line with other similar properties in the area and clearly advertised to the tenant. You should be clear and up-front with tenants about what the rent covers (whether this includes certain utilities or council tax). This will allow tenants to make an informed decision about whether they can afford a property.

TENANCY DEPOSITS

Q. What is a tenancy deposit?

A tenancy deposit is a refundable payment that a landlord or agent can ask a tenant, or a relevant person (i.e. someone acting on a tenant's behalf) to make. This provides a landlord with security if a tenant causes damage to a property, does not return it in its original condition, does not pay their rent or breaks the terms of their tenancy agreement.

The level of tenancy deposit you can ask a tenant to pay depends on the total annual rent for the property.

- If the total annual rent for the property is less than £50,000, the maximum tenancy deposit you can ask a tenant to pay is up to five weeks' rent.
- If the total annual rent for the property is £50,000 or above, the maximum tenancy deposit you can ask a tenant to pay is up to six weeks' rent.

You can calculate the total annual rent using one of the following formulae:

- total monthly rent x 12
- total weekly rent x 52

You can calculate the total weekly rent using one of the following formulae:

- (your monthly rent x 12) ÷ 52
- your annual rent ÷ 52

Joint vs. individual tenancy agreements

Where a property is let separately on a room-by-room basis, this is **an individual tenancy**. The tenant is only liable for the rent set out in their agreement.

Where there is a **joint tenancy**, liability (responsibility) for payments such as the tenancy deposit and rent is spread across named persons on the tenancy agreement. In this case, the cap on tenancy deposits relates to the total weekly rent for the property for which all tenants are jointly liable.

Q. How much tenancy deposit can I ask a tenant to pay?

Where a tenant has an **individual tenancy**, you cannot ask them to pay a tenancy deposit that is more than five weeks of the rent set out in their tenancy agreement (unless their annual rent is £50,000 or above per year).

Where there is a **joint tenancy agreement**, you cannot require each tenant individually to pay a tenancy deposit equivalent to five weeks' rent (where the total annual rent for the property is less than £50,000) or six weeks' rent (where the total annual rent is £50,000 or more).

For example, where there are three tenants who are jointly liable (responsible) for a total weekly rent of £240, you cannot ask each tenant to pay a tenancy deposit of up to five times the total weekly rent (5 x 240 = £1200). The maximum this group of tenants could be asked to pay as a tenancy deposit between them would be £1200. They may then choose to split this equally so that each person would pay £400.

Tenants in a joint tenancy agreement are jointly and severally liable (i.e. all those named on the contract bear equal responsibility) for paying the rent – therefore the cap on tenancy deposits applies to the weekly rent liability which can be spread across the tenants.

For properties where the total annual rent is less than £50,000, five weeks' rent is the statutory maximum you can ask a tenant to pay as a tenancy deposit if they enter into a tenancy agreement on or after 1 June 2019.

For properties where the total annual rent is £50,000 or more, six weeks' rent is the statutory maximum you can ask a tenant to pay as a tenancy deposit if they enter into a tenancy agreement on or after 1 June 2019.

Q. Do I have to take a tenancy deposit?

You are not obliged to take a tenancy deposit and you should consider on a case by case basis whether to take a tenancy deposit and the appropriate level of deposit to take.

A deposit equivalent to five weeks' rent (where the total annual rent is under £50,000) or six weeks' rent (where the total annual rent is £50,000 or more) is the upper limit and in many scenarios the amount of deposit requested will be less. The average level of tenancy deposit taken is between four and five weeks' rent. You should discuss with the tenant an appropriate level of tenancy deposit they should pay.

For assured shorthold tenancies, any deposit that you request from a tenant must be protected with one of the three Government backed [tenancy deposit protection schemes](#) within 30 days of taking the payment. You must also provide the tenant with information about where and how their deposit is protected. The deposit is the tenant's money and you will need to provide evidence to substantiate any claims against the deposit at the end of the tenancy. If you do not protect the deposit, a tenant can seek up to three times the amount back from you by going through the courts. Citizens Advice provide more information on this [here](#).

Q. When does the tenancy deposit cap apply?

From 1 June 2019, the cap on tenancy deposits will apply to new applicable tenancies. This includes assured shorthold tenancies, tenancies of student accommodation and licences to occupy housing in the private rented sector in England.

From 1 June 2019, the cap applies to fixed term contracts which are renewed for another fixed term – even if this is at the same property – as they will be a new applicable tenancy. Landlords and letting agents will be required at this point to repay the amount of the deposit held which is over the five (or, where appropriate, six) week cap.

If the tenant's held deposit is protected in a Government approved scheme, this deposit should be returned within 10 days of the tenant and the landlord agreeing on the amount to be returned (minus any deductions for fair wear and tear for example) at the end of the tenancy. If the deposit is *not* protected (most likely the case if a tenant is a lodger, a student in university halls of residence or if they have an assured or protected tenancy), it should still be returned at the end of the tenancy (minus any agreed deductions). If a landlord does not do this, a tenant has the option to seek a refund through the courts.

Q. If a tenant paid a tenancy deposit which exceeds the cap before 1 June 2019, do I need to re-pay the amount of the deposit above the cap?

No. Landlords and letting agents are not obliged to immediately refund part of a tenancy deposit that is above the cap but was paid before 1 June 2019. If a tenant signed a tenancy agreement before 1 June 2019 (and that tenancy is continuing or is a statutory periodic agreement) then the tenant will be bound by the terms of that contract until it is either renewed or terminated.

Q. What is the transition period? How will it apply to me?

There is a 12 month transition period from 1 June 2019 to 31 May 2020. This is to allow time for landlords and letting agents to renegotiate their agreements.

From 1 June 2019, any provision which breaches the ban in a continuing tenancy agreement which was signed before this date continues to be legally binding on the tenant. This includes continuing assured shorthold tenancies, tenancies of student accommodation, licences to occupy housing and statutory periodic tenancies which arise during the transitional period from a fixed term which was signed before 1 June 2019. This means the tenant will continue to be liable for any payments agreed to in the tenancy which might occur within this transitional period.

Q. What happens after the transition period?

From 1 June 2020, any provision in continuing tenancies that breach the fee ban or deposit cap will no longer be legally binding. This includes continuing assured shorthold tenancies, tenancies of student accommodation, licences to occupy housing signed before 1 June 2019 and statutory periodic tenancy agreements arising during the transitional period from a fixed term signed before 1 June 2019.

A landlord or agent does not need to immediately return any part of the deposit which is in excess of the cap (as this payment was not made after the cap came into force). However, you will be required to refund the deposit at the end of the tenancy in the usual way and any new tenancy agreed after this will need to comply with the new tenancy deposit cap.

Q. Why is the tenancy deposit cap higher for properties with a total annual rent of £50,000 or more?

Certain high-end properties have higher costs associated with them in terms of more expensive fittings and furnishings. The costs of any damage and unpaid rent at the end of the tenancy is therefore greater in such properties.

Q. Can I take a higher amount of tenancy deposit if a tenant has a pet?

No, there are no special provisions or exemptions if you have a pet. A landlord or agent can only take a tenancy deposit up to a maximum of five weeks' rent (where the total annual rent is less than £50,000) or six weeks' rent (where the total annual rent is £50,000 or more). This provision applies universally, regardless of circumstance.

DEPOSIT OPTIONS

Q. Can a tenant use a rent deposit scheme to help pay the tenancy deposit?

Yes. A third party may offer tenants a loan for the tenancy deposit as part of a rent deposit scheme. Usually, the scheme lends the tenant money in advance and they will be required to pay it back over a period of time. These schemes are often run by local authorities and housing associations, but also certain employers and charity providers. Where possible, you should support the tenants in accessing such schemes.

Q. Can a tenant use a rent guarantee or bond scheme to cover damages or unpaid rent?

Yes. Several third parties offer rent guarantee or bond schemes, often to people on low incomes or at risk of homelessness. These providers will offer you a written agreement to guarantee a tenant's liability for rent payments, default fees or damages.

Q. Can a tenant use a deposit replacement product?

Yes – if you agree to this and the tenant has been given alternative option which is explicitly permitted under the ban (a tenancy deposit up to five weeks' rent (where the total annual rent is less than £50,000) or six weeks' rent (where the total annual rent is £50,000 or more)).

A tenant could be asked to pay a non-refundable fee up-front to a third-party as an alternative to paying a cash deposit. A deposit replacement product may require a fee (sometimes equivalent to one week's rent, a monthly payment for the duration of their tenancy, an annual levy or premium). In return, the scheme provider will agree to cover the cost of any damages up to a certain level and recover these costs from the tenant separately.

You cannot require a tenant to use a deposit replacement product but may allow it as an option without contravening the fees ban. You should discuss with the tenant whether this would be the right option for them.

HOLDING DEPOSITS

Q. What is a holding deposit?

A landlord or agent can take a holding deposit from a tenant to reserve a property whilst reference checks and preparation for a tenancy agreement are undertaken.

You cannot ask a tenant for **more than one week's rent as a holding deposit** (this cap is based on the total agreed rent for the property). For example, if there are three tenants who are jointly liable for the agreed total weekly rent of £240, you cannot charge each tenant a £240 holding deposit. The maximum this group of tenants could be asked to pay as a holding deposit between them would be £240. They may then choose to split this equally so that each person would pay £80.

You should stop advertising a property once a holding deposit has been paid. Landlords and agents can only accept one holding deposit for one property at any one time. You are not permitted to take multiple holding deposits for the same property.

The cap of one week's rent on holding deposits is an upper limit and not a recommendation. You are not obliged to take a holding deposit and should consider on a case by case basis whether it is appropriate to take a holding deposit and the appropriate level of deposit to take.

Q. What are my responsibilities?

- ✓ You should provide tenants with clear information about why you are requesting a holding deposit, including the sum that is required and the circumstances where they may lose all or part of the deposit (in accordance with the Tenant Fees Act 2019).
- ✓ You should not waste a tenant's time. You should be clear and up-front with tenants about your expectations and check that they meet the basic income and credit worthiness requirements before taking a holding deposit from them. If you consider that they will not be a suitable tenant, you should not take a holding deposit from them. You may do this by having an informal discussion with a tenant about the requirements to let the property (e.g. acceptable level of income).
- ✓ You should provide your tenant with a copy of the tenancy agreement before taking the holding deposit.
- ✓ You should clearly define what you consider to be *credit worthiness* – tenants should have a clear understanding of what might count against them so that they have the opportunity to provide any relevant information. If this includes previous missed and late payments, you should make this clear to the tenant.

- ✓ You must not unlawfully discriminate against a tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

Landlords will usually have two weeks (14 days) to enter into a tenancy agreement with a tenant once a holding deposit has been received by the landlord or agent. This is before the **'deadline for agreement'**, which is the 15th day after the holding deposit has been received. However, you may agree a different **'deadline for agreement'** with the tenant in writing (which could be more or less than 14 days).

You should provide a tenant with clear information that sets out:

- the amount of deposit they have paid
- the agreed rent for the property
- the specified date for reaching an agreement (**'the deadline for agreement'**)
- other material agreed terms you will be letting the property on

You will be able to use this as evidence should a tenant challenge your decision to retain a holding deposit.

You must refund a tenant's holding deposit in full within 7 days of:

- entering into a tenancy agreement with the tenant
- you choosing to withdraw from the proposed agreement; or
- the **'deadline for agreement'** passing without a tenancy having been entered

A holding deposit can only be retained where a tenant:

- provides false or misleading information which you can reasonably consider when deciding to let a property – this can include a tenant's behaviour in providing false or misleading information
- fails a right to rent check
- withdraws from a property (unless a landlord or agent imposed a requirement that breached the ban or acted in such a way to the tenant or relevant person that it would be unreasonable to expect a tenant to enter into a tenancy agreement with them)
- fails to take all reasonable steps to enter into a tenancy agreement and the landlord or agent takes all reasonable steps to do so (unless a landlord or agent imposes a requirement that breaches the ban or acts in such a way to the tenant or relevant person that it would be unreasonable to expect a tenant to enter into a tenancy agreement with them).

You must return the holding deposit if you impose a requirement that breaches the ban or act in such a way towards a tenant or a relevant person that it would be

unreasonable to expect them to enter into a tenancy agreement with you (e.g. a landlord or agent asking a tenant to pay a fee for referencing, seeking to include an unfair term in the tenancy agreement or acting in an aggressive or harassing way).

You must set out in writing why you are retaining a tenant's (or a relevant person's) holding deposit within 7 days of deciding not to let to them if this is before the **'deadline for agreement'** or within 7 days of the **'deadline for agreement'** passing, otherwise you forfeit the right to retain their holding deposit and must return it to them.

Even where you are entitled to retain a tenant's holding deposit, you should consider whether it is necessary to do so. We encourage landlords and agents to decide on a case-by-case basis whether to retain part of the deposit and understand that they may only need to cover specific costs which have been incurred (for example, referencing checks). You should be able to provide evidence of your costs to demonstrate that they are reasonable.

A tenant will be able to recover their holding deposit via the local authority (usually [Trading Standards](#)) or [First-tier Tribunal](#) where:

- you do not have legitimate grounds to retain their holding deposit
- you retain their holding deposit but do not provide the tenant with notice setting out why you are retaining the deposit (within 7 days of deciding not to let to them or within 7 days of the **'deadline for agreement'** passing)

Unlawfully retaining a holding deposit is a civil offence with a penalty of up to £5,000.

Q. What do you mean by a requirement which breaches the ban on fees?

A tenant is entitled to a full refund of their holding deposit where a landlord or agent imposes a requirement that breaches the ban. For example, you must return a tenant's holding deposit if you have required a tenant to pay a fee to carry out referencing checks or to pay a tenancy deposit which is more than five weeks' rent (where the total annual rent is under £50,000).

Q. What do you mean by a landlord or agent behaving in such a way that it would be unreasonable to expect the tenant to enter into an agreement with them?

You are required to return a tenant's holding deposit if you behave in such a way that it would be unreasonable to expect the tenant enter into a tenancy agreement with you (e.g. pressuring a tenant to enter into a tenancy agreement which contains unfair terms or acting in aggressive or harassing manner).

Please note: an unfair term to a tenant is one that creates a disproportionate imbalance between a landlord and a tenant which is ultimately detrimental to the

tenant (e.g. requiring a tenant to pay a disproportionately high sum in compensation for not fulfilling an obligation in their tenancy agreement).

Q. Can I take more than one holding deposit?

No. A landlord or agent that accepts more than one holding deposit for the same housing will be in breach of the Tenant Fees Act. This means that any holding deposit taken where the landlord or agent is already in receipt of a holding deposit for the same housing will be a [prohibited payment](#).

The purpose of a holding deposit is to enable both the landlord and tenant to demonstrate their commitment to entering into a tenancy agreement on the terms agreed whilst reference checks are undertaken. A holding deposit creates a binding conditional contract between tenant and landlord. Under this contract, the tenant agrees to provide honest representations as to their income, tenancy history and references, and to enter into the tenancy under the terms agreed with the landlord. The landlord agrees to enter into the tenancy as per the agreed terms subject to satisfactory fulfilment of all pre-tenancy checks.

As such, you should not accept more than one holding deposit at any one time. You would be legally bound to enter the tenancy if the tenant fulfils their part of the obligations. Where you do not proceed with the tenancy agreement before the **‘deadline for agreement’**, you must refund the holding deposit to the tenant within 7 days. A landlord or agent cannot accept another holding deposit until the first has been repaid, unless you are entitled to retain a holding deposit in accordance with the Tenant Fees Act (e.g. where a previous potential tenant has provided false or misleading information which affects their suitability as a tenant).

Q. Can a tenant put down more than one holding deposit on different properties?

Tenants are not prevented from registering their interest in more than one property but should consider carefully before doing so. As a holding deposit creates a binding conditional contract between the tenant and landlord, by paying a holding deposit a tenant is agreeing to provide honest representations as to their income, tenancy history and references, and to enter into the tenancy under the terms agreed with the landlord or agent. If they withdraw from the agreement, they will not be entitled to have their holding deposit refunded and could be liable for other contractual remedies. The guidance for tenants therefore advises them that if they choose to put down more than one holding deposit, they should expect to lose this money on tenancies that do not progress.

Q. Do I need to protect a holding deposit in one of the three tenancy deposit protection schemes?

No, the holding deposit does not need to be protected in a tenancy deposit protection scheme. However, you must take reasonable steps to ensure that the money is held safely and that you can refund this to the tenant when necessary.

As required by law, from **1 April 2019**, any holding deposit taken by a letting agent must be protected through membership of a client money protection scheme. More information about the requirement for agents to belong to a scheme is available [here](#).

If you subsequently enter into a tenancy agreement with the tenant, any amount of their holding deposit that they agree can be used to offset a tenancy deposit payment that they are required to pay must be protected within a government approved tenancy deposit protection scheme within 30 days of the date of the tenancy agreement.

Q. Can I refund a tenant's holding deposit by putting it towards their first month's rent or tenancy deposit?

Yes. You can either refund the holding deposit directly to the tenant or put it towards their rent or tenancy deposit. However, you can only do so if the tenant has given their consent for this to happen. If a tenant consents for the holding deposit to be used as a contribution towards the tenancy deposit, you will have 30 days to protect this money (and their full tenancy deposit) within a Government-approved tenancy deposit protection scheme from the date of the tenancy agreement.

You cannot impose a charge where a tenant has requested that their holding deposit be refunded directly.

Q. Do I have to explain to a tenant why I have retained their holding deposit?

Yes, if you decide to retain all or part of your holding deposit you must be able to provide written evidence and explain the grounds for your decision. If a tenant disagrees with your decision or you do not provide a reasonable explanation or supporting evidence, a tenant can challenge your decision through the local authority (usually [Trading Standards](#)), a redress scheme (if it concerns an agent) or via the [First-tier Tribunal](#).

You must set out in writing to the tenant why you are retaining their holding deposit. A tenant is automatically entitled to have their holding deposit returned if you do not do this within:

- 7 days of deciding not to let the property to them if this is before the **'deadline for agreement'**.
- 7 days of the **'deadline for agreement'** passing (this is usually 15 days after a holding deposit has been paid unless otherwise agreed in writing)

Any written explanation should set out clearly the grounds under which you are entitled to retain their deposit and ideally any evidence which you have to support this.

Please note: you cannot evict a tenant using the [section 21 eviction procedure](#) until you have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.

Case studies

*Please note: the following list of case studies is **illustrative** and not exhaustive of the circumstances in which a landlord or agent may or may not retain a holding deposit.*

False or misleading information

Q. Can I retain a tenant's holding deposit if they provided false information for the reference check?

Yes. You may retain a holding deposit in this situation if a tenant provides false or misleading information and it is reasonable for you to take this, or the tenant's conduct, into account when deciding whether to grant the tenancy (i.e. the information is relevant to the tenant's suitability to rent the property or calls into question their credibility).

We encourage you to only retain as much of the holding deposit as needed to cover your costs. It may only be reasonable for you to retain a fee to cover the cost of any referencing checks which have been carried out. You should be able to provide evidence in the form of receipts or invoices to demonstrate the costs incurred.

Q. What qualifies as false or misleading information that I am reasonably entitled to take into account when deciding whether to let the property to a tenant?

You may, in some circumstances, retain a tenant's holding deposit if they provided false or misleading information. The holding deposit may be retained if the difference between the information a tenant has provided and the correct information, or their conduct in providing false or misleading information, materially affects your decision to grant the tenancy because it reasonably calls into question the tenant's suitability to rent the property.

This is likely to be the case only where the mistake casts doubt on a tenant's financial suitability or honesty, for example:

- the tenant's income declaration was significantly too high
- the tenant has provided information which is clearly inaccurate about their income or employment
- the tenant failed to disclose (when directly asked) any relevant information which later comes to your attention, such as valid County Court Judgements

You cannot retain a tenant's holding deposit if the false or misleading information they provided is not relevant to their suitability as a tenant, for example:

- where a tenant misspelled their name, the name of their employer or a previous address
- a tenant omitted to declare a previous address – and the omission had no bearing on their credit worthiness or other assessment of suitability
- the tenant slightly misstated their income

You must always provide the tenant with reasons in writing to explain why you are retaining their holding deposit and what the false and misleading information that they have provided is.

Q. In a joint tenancy, what happens to the holding deposit if one sharer provides false or misleading information or withdraws from the proposed agreement?

While you would be entitled to retain a holding deposit in this situation, we encourage you to consider on a case-by-case basis whether it would be appropriate and reasonable to do so.

Q. What if a tenant provided false or misleading information unknowingly?

You can still retain a tenant's holding deposit in this situation if it materially affects your decision to grant the tenancy but should consider whether it is necessary to do so. You should consider whether there are reasonable and legitimate circumstances under which the information a tenant has provided may not be corroborated by a relevant third party. This could be where:

- an employer holds out-of-date salary information
- a tenant has multiple sources of income/employment and it is hard to verify their overall income
- a tenant is self-employed or has an irregular income

Where you consider that a tenant has unknowingly provided false or misleading information, we encourage you to give the tenant the chance to rectify the mistake or to only retain the costs of undertaking the reference check rather than the full amount of the holding deposit.

Reasonable requests for information

Q. Can I retain a tenant's holding deposit if they do not provide all the necessary information to carry out referencing checks?

You should take all reasonable steps to engage with the tenant by responding promptly to any queries and making clear which information that they must provide in order for a tenancy to proceed. Similarly, a tenant should respond promptly to any reasonable request for information in respect of the tenancy. This is likely to include:

- **proof of ID:** passport or any other official form of ID
- **proof of residence:** recent bank statements, utility bills or voter registration confirmation or council tax statements
- **credit check:** you can ask a tenant for any information required in order to carry out a credit check – you should explain the credit worthiness requirements and ask the tenant to disclose any relevant information
- **proof of income:** recent bank statements, employer contact details, signed contract of employment or a letter from a tenant's employer

If a tenant fails to provide the necessary information in good time, and you can demonstrate that you have given them sufficient notice to provide this, you will be entitled to retain their holding deposit. You must provide reasons in writing to the tenant to explain why you have retained their holding deposit.

We would consider not providing the necessary information or documents to enable you to carry out a [right to rent check](#) as not taking all reasonable steps to enter into the tenancy.

Please note: landlords and tenants will usually have two weeks to enter into a tenancy agreement. The '**deadline for agreement**' is the 15th day after the holding deposit has been received by a landlord or agent. However, you may agree a different '**deadline for agreement**' with the tenant in writing.

Q. Can I retain a tenant's holding deposit if I do not properly explain the information required for referencing?

No. You can only retain the holding deposit if a tenant provided false or misleading information or failed to take all reasonable steps to enter into the tenancy agreement (when you have taken all reasonable steps).

You should not waste a tenant's time. You should clearly explain the criteria by which you judge suitability to rent the property (such as income and credit worthiness requirements). You should request relevant information that would enable you to determine this before accepting a holding deposit. When explaining the credit worthiness requirements, you should clearly define what you consider to be credit worthiness and the tenant should have a clear understanding of information they are required to disclose (e.g. whether this includes missed or late payments).

If a tenant provides accurate information but fails a reference check, you must still return their holding deposit.

Failed reference check

Q. Can I retain a tenant's holding deposit if they provided correct information but I do not consider that their references are good enough?

No. If a tenant has provided factually correct information which you have requested, but you do not consider their references to be sufficient in order to let the property, the tenant is entitled to a full refund of their holding deposit.

You cannot retain a tenant's holding deposit merely because you do not consider their references to be satisfactory. This also applies where you are not able to let the property for any other reason which is not the tenant's fault. Failing a reference check should not automatically disqualify a tenant from renting a property.

We encourage landlords and agents to consider on a case-by-case basis whether an adverse credit history or bad references affect someone's suitability as a tenant. You may ask a tenant to justify information which calls into question their credibility – such as a previous County Court Judgement (CCJ).

Q. Can I ask for additional financial assurances if a tenant has adverse credit history?

If a tenant has a poor credit history, you should consider whether additional financial assurances would be appropriate (e.g. a rent guarantor or rent payments in advance). You should discuss these options with the tenant.

Withdrawing from a property

Q. If a tenant decides that they no longer want to rent a property but has already put down a holding deposit, can I keep the holding deposit?

Yes. If a tenant changes their mind and decides to withdraw after paying a holding deposit, and they notify you of this before the **'deadline for agreement'** has passed, you are entitled to retain their holding deposit. Even if a tenant does not notify you of their decision to withdraw, you are still entitled to retain the holding deposit if they have not taken reasonable steps to enter into the tenancy before that date (i.e. providing reasonable information required to progress the tenancy) and you have taken all reasonable steps.

If a tenant has to withdraw from a property due to exceptional circumstances which are beyond their control, we would strongly encourage you to take this into account and consider returning the holding deposit in full. This could be, for example but not limited to circumstances where, a tenant's employment circumstances have changed, they have suffered with a physical or mental health crisis or they have experienced domestic violence from a cohabitee.

Q. Can I retain a tenant's holding deposit if they withdraw from a property before I have incurred any costs?

Yes, you are entitled to retain a tenant's holding deposit in this situation but must explain to the tenant why you are doing so. However, if a tenant pulls out of a proposed agreement before you have incurred any demonstrable costs, such as, costs for referencing checks or you are yet to take the property off the market, we would strongly encourage you to refund their holding deposit.

Right to rent checks

Q. What is a right to rent check?

You must check the immigration status of anyone aged 18 or over who'll be living in the property before a tenancy is agreed. This is known as a 'right to rent check'.

You can ask to see a tenant's passport or other official documents that prove their immigration status. You should take copies of the documents and keep them safe. More guidance on right to rent checks is available [here](#).

Q. If a tenant fails right to rent check, can I retain their holding deposit?

Yes. You have a legal obligation to check that a tenant has permission to stay in the UK. You cannot rent a property to someone who is unable to demonstrate that they have the right to rent. You should be up-front and ask a tenant whether they have a legal right to reside in the UK – making clear that this is a condition of renting a property. If a tenant fails a right to rent check or does not provide you with the necessary evidence required to complete the check, you can retain their holding

deposit. You must explain to the tenant in writing that you are retaining their holding deposit because they have failed a right to rent check.

If the Home Office has a tenant's original documents because of an ongoing immigration application or appeal, you can ask for a Home Office right to rent check. You will need the tenant's Home Office reference number and should receive a response within 2 days.

Q. If the Home Office tells me in error that a tenant does not have the right to rent, can I still retain their holding deposit?

No. If the Home Office told you that a tenant did not have the right to rent, but it is later apparent that the Home Office made an error, you must return any amount of the holding deposit that you previously retained. You should do this once you have received updated confirmation of a tenant's status from the Home Office. While you are not liable for a financial penalty in this circumstance, a tenant still has the right to seek repayment of their holding deposit through the local authority (usually [Trading Standards](#)) or [First-tier Tribunal](#) if it has not been returned.

Landlord or agent withdraws

Q. If I decide to not let the property because I do not like a tenant's references, can I retain a tenant's holding deposit?

No. If you decide to withdraw from the proposed agreement because you do not wish to let the property to the tenant, you must return their holding deposit within 7 days of making that decision.

If you fail to take all reasonable steps to enter into the agreement, for example, by failing to send a copy of the tenancy agreement before the '**deadline for agreement**', you must also return their holding deposit.

Please note, when a landlord or agent is already in receipt of a holding deposit for a property, they cannot accept another holding deposit until the former deposit has been repaid (unless they have legitimate grounds to retain this deposit under the Tenant Fees Act).

Q. Can I retain a tenant's holding deposit if the property is not ready in time?

If you fail to enter into the tenancy agreement before the '**deadline for agreement**' because the property is not ready in time and the tenant has taken all reasonable steps to enter the tenancy, then you must return their holding deposit.

Where you previously agreed for a tenant to move in on a specified date and you subsequently alter that decision, and this then materially affects the tenant's ability to let the property, you may have acted in such a way that it would be unreasonable for a tenant to enter into a tenancy agreement with you. If this is the case, you would have to return their holding deposit.

DEFAULT FEES AND DAMAGES PAYMENTS

Q. What is a default fee?

You can only charge a default fee where a tenancy agreement permits you to do so **and** one of the following applies:

1. A tenant is late paying their rent

- A default fee can be charged for late payment of rent but only where the rent payment has been outstanding for 14 days or more (from the date set out in the tenancy agreement)
- Any fee charged must be no more than 3% above the Bank of England's base rate for each day that the payment has been outstanding. A fee which exceeds this amount is a [prohibited payment](#).

2. A tenant has lost a key or security device giving access to the housing and requires a replacement

- A default fee can be charged for a lost key or equivalent security device. The landlord or agent must provide evidence in writing to the person liable for the payment to demonstrate that the costs they have incurred are reasonable. A fee which exceeds the reasonable costs incurred by the landlord or agent is a [prohibited payment](#).

The tenancy agreement should set out the circumstances under which a tenant is liable for a default fee and how the fee will be determined. This might be called a default fee provision or payment in the event of default provision. Landlords and agents should highlight relevant default provisions within the agreement to the tenant before it is signed. Agents must also publicise any default fees they charge on their website and in their offices.

If a tenancy agreement does not permit you to charge default fees, you may still be able to recover damages for breach of contract. Most landlords and agents will seek to recover damages by claiming against the tenancy deposit at the end of the tenancy (but may do so at any time through agreement with the tenant or by initiating legal proceedings)¹.

Examples of default fee provisions:

- Interest will be charged in line with the Bank of England's rate if a rent payment is more than 14 days overdue for each day the payment is outstanding.

¹ The Tenant Fees Act 2019 does not affect the landlord's entitlement to recover damages for breach of the tenancy agreement by way of a deduction from the tenancy deposit or taking court action.

- The tenant is responsible for ensuring that they look after the keys for the property throughout the tenancy. If they fail to do so, they will be responsible for covering the reasonable costs of replacement.

Q. What is the difference between a default fee and damages?

- A default fee is a payment which can be required by a landlord or agent under an express provision in the tenancy agreement and would therefore be permitted under the Tenant Fees Act. Default fees are only permitted where a tenant is late paying their rent or loses a key or security device giving access to the housing. You should highlight relevant default provisions within the agreement before the tenant signs it.
- Damages are the general remedy available for breach of contract and cover any contractual breach which is not expressly covered by a default provision in the tenancy agreement for late payment of rent or for replacing lost keys/security devices.

Q. What are contractual damages?

The ban does not prevent landlords and agents from recovering damages for breach of contract. A landlord or agent is entitled to recover the costs to put them back in the position they would have been had a tenant carried out all the obligations in their contract (e.g. returning the house in the same condition as which it was found while allowing for fair wear and tear).

However, claims for damages which are aimed at deterring a breach of contract or punishing the party in breach are generally not enforceable. Terms which require a consumer to pay a disproportionately high sum to the trader in compensation for failing to fulfil their obligations under a contract are also considered unfair terms and unlawful under the Consumer Rights Act 2015.

Landlords and agents cannot write terms into the tenancy agreement that require a payment as a penalty should a tenant fail to perform an obligation. For example, any clause that says **'if you fail to do x then you must pay y'** even if the amount is not specified is likely to be [prohibited](#). Any claims for damages must be based in evidence and are only permitted where you have incurred costs/actual loss as a result of the contractual breach (unless this is for a default fee for a late payment of rent or lost key/security device which is required under the tenancy agreement).

Examples of terms that are likely to be unfair and/or breach the ban:

- £25 fixed penalty charge for any late payment of rent which is 7 days or more overdue.
- £100 per hour for a contractor to visit the property to carry out repairs and maintenance.
- £50 for a missed appointment with a contractor.
- Should it be necessary to send a letter with regard to late payment of rent, these are chargeable to the tenant at a rate of £25 plus VAT. Personal visits are charged at £75 plus VAT.

Q. What should I do if I wish to recover a payment for damages from a tenant during the tenancy?

You should be clear and up-front with tenants if you wish to recover a damages payment for breach of contract. You should provide evidence of the costs that you have incurred as a result of the breach. A tenant can refuse to pay a fee which breaches the ban or which you fail to substantiate.

Q. Shouldn't a landlord use the tenancy deposit to claim back damages?

In most cases, it will make sense for you to recover claims for damages through the tenancy deposit at the end of the tenancy, where independent arbitration will be available through the relevant tenancy deposit protection scheme.

The Alternative Dispute Resolution (ADR) arrangements provided by the tenancy deposit protection schemes are designed to make disagreements over the repayment of the deposit faster and cheaper to resolve than going to court. Where both the landlord and tenant agree to using the ADR service the case will be handled by an independent, impartial and qualified adjudicator, and a decision will be made on the basis of the evidence provided.

However, it is still the landlord or agent's right to seek contractual damages during the course of the tenancy where this is appropriate. For example, you may ask a tenant to make a payment to cover the cost of repairing a fitting or furnishing where this work cannot reasonably wait until the end of the tenancy (e.g. a broken window), and the tenant is responsible for the damage having occurred. You should be able to demonstrate evidence of the costs you have incurred. However, where possible, we encourage landlords and agents to allow tenants to resolve issues independently.

It is worth noting that according to the Landlord and Tenant Act 1985, it is a landlord's legal responsibility to immediately address hazards which present a risk to occupiers and to comply with any of their repairing obligations under that Act. In

addition, the Homes (Fitness for Human Habitation) Act 2018 will come into force from 20 March 2019. Under this Act, if rented houses and flats are considered not ‘fit for human habitation’, then tenants can take their landlords to court. The court can order their landlord to carry out repairs or put right health and safety problems. They can also make the landlord pay compensation in the form of damages for the harm caused to the tenant. We have produced guidance for tenants on the Act [here](#).

A landlord is always responsible for repairs to:

- the property’s structure and exterior
- basins, sinks, baths and other sanitary fittings including pipes and drains
- heating and hot water
- gas appliances, pipes, flues and ventilation
- electrical wiring
- any damage they cause by attempting repairs

Landlords are also responsible for repairing and replacing any appliances that they supply, such as white goods or furniture.

Q. Can I still recover fees for late payment of rent or a lost key/security device through the tenancy deposit?

As is the case now, you may seek to recover any loss suffered or damages incurred through the tenancy deposit but only if you have not already sought to recover the money from the tenant during the tenancy.

Q. Can a landlord and agent both charge a default fee for late payment of rent?

No. A landlord and agent cannot both require a tenant to pay a default fee for a late rent payment – a tenant can only be charged once either by the landlord or agent and only when the rent is more than 14 days late.

Q. Can a landlord or agent recover costs for damages for breach of the tenancy agreement if they didn’t write them into the tenancy agreement?

Yes. The Tenant Fees Act 2019 does not affect the landlord’s entitlement to recover damages for breach of the tenancy agreement by way of a deduction from the tenancy deposit or court action.

If a tenancy agreement does not permit you to charge default fees, you may still be able to recover damages for a breach of the tenancy agreement. In most cases, you can seek to recover damages by claiming against the deposit at the end of the

tenancy (but you may do so at any time). Any damages claim that a tenant does not agree to pay will need to be enforced through the courts.

If you are claiming against the deposit and there is a disputed charge, you can use the alternative dispute resolution service offered by the [three tenancy deposit protection schemes](#).

Q. Can a tenancy agreement include a clause that says in the event that legal fees are incurred for evicting the tenant, the tenant will have to cover the legal fees?

No, we consider this would be a prohibited default fee provision which is requiring a payment in the event of the default of a tenant. Landlords, agents and tenants are responsible for their own legal costs resulting from a dispute of the tenancy agreement. If the dispute progresses to court, it may make a ruling on how legal costs are to be distributed between the parties.

Q. Is there any other relevant legislation?

The Consumer Rights Act 2015 prohibits agents and those landlords that are considered traders from including unfair terms in their agreements. A term is unfair if it creates a substantial imbalance in the rights and obligations between a 'trader' and a 'consumer', contrary to the requirements of good faith, to the detriment of the consumer².

An unfair term in a tenancy agreement is one that creates such an imbalance between a landlord and a tenant, to the tenant's detriment. This would prohibit such landlords from requiring a tenant who fails to fulfil their obligations under their tenancy agreement to pay a disproportionately high sum in compensation. A term or notice that is unfair is not legally binding on consumers³.

The terms of a tenancy agreement cannot unreasonably exceed anything needed to protect the legitimate interests of those landlords considered traders or their agents. A term such as the following is likely to be unfair:

- If the rent shall be 14 days in arrears, then the full amount to the end of the tenancy shall become due.

The provisions of the Consumer Rights Act may be enforced by Trading Standards or the Competition and Markets Authority.

² <https://www.gov.uk/government/publications/unfair-contract-terms-cma37>

³ <https://www.gov.uk/guidance/unfair-terms-explained-for-businesses-full-guide>

Default fees permitted under the ban

Late payment of rent

Q. Can I charge for a late rent payment?

You can only charge interest on a late payment of rent where there is a term in the tenancy agreement which permits you to do so and the rent has been outstanding for 14 days or more.

Fixed penalty charges for late payment of rent and/or fees imposed for chasing up late rent are [prohibited](#), for example:

- £25 fixed penalty charge for any late payment of rent which is 7 days or more overdue.
- Should it be necessary to send a letter with regards to late payment of rent, these are chargeable to the tenant at a rate of £25 plus VAT. Personal visits are charged at £75 plus VAT.

Q. How much interest can I charge for a late rent payment?

You can charge interest on overdue rent if the late payment has been overdue for 14 days or more. Any interest charged must not exceed the Bank of England's base rate +3%. You can check the base rate [here](#).

For example, if the bank's interest rate is 3%, the landlord or agent (but not both) would be entitled to charge the tenant interest at no more than 6% on the overdue amount for the number of days that the payment has been outstanding.

Q. How do I calculate the maximum amount of interest that can be charged on a late rent payment?

1. Work out the yearly interest: take the amount of rent that is owed by the tenant and multiply it by the Bank of England's base rate + 3%.
2. Work out the daily interest: divide your yearly interest from step 1 by 365 (the number of days in a year).
3. Work out the total amount of interest: multiply the daily interest from step 2 by the number of days that the tenant's rent has been overdue.

Example

For this example, we are assuming that the Bank of England's (BoE) base rate is 3%. As any interest charged must not exceed the BoE's base rate +3%, the total interest that could be charged would be: (BoE base rate at 3%) +3% = 6%.

If a tenant owed the landlord or agent £500:

1. the annual interest would be £80 ($500 \times 0.06 = 30$)
2. you'd divide £30 by 365 to get the daily interest: about 8p a day ($30 / 365 = 0.08$)
3. after 30 days this would be £2.40 ($30 \times 0.08 = 2.4$)

We encourage landlords and agents to approach default fees on a case-by-case basis. For example, it may not be appropriate to charge a default fee where a tenant has provided a reasonable explanation for a late rent payment and sufficient notice that the payment would be delayed. This is especially the case if a tenant normally pays their rent on time or their rent is late for a circumstance outside of their control (e.g. banking systems are down, delayed Housing Benefit or Universal Credit payments).

Q. Can I pass on costs from a third party owing to a tenant's late rent payment?

You cannot pass on any costs that you have incurred from a third party (such as mortgage company) as a default fee. However, you may seek contractual damages for any loss you have incurred where a tenant has breached their contract (e.g. if you have been charged £20 for failing to meet a mortgage repayment because of a tenant's late rent payment).

Replacement key or security device

Q. How much can I ask a tenant to pay for a replacement key or security device?

You can ask a tenant to pay a fee to cover the cost of replacing the lost key or security device giving access to the housing, where this is required under the tenancy agreement. However, you can only charge a tenant for the reasonable costs that you have incurred as a result of the lost key or security device. Costs associated with the loss of a key or security device vary depending on the key/device. It is possible to get a new standard door key for between £3 and £10, a specialist door key could cost between £5 and £20 to replace and a key fob could be up to £50.

You are required to demonstrate that your costs are reasonable by providing written evidence (e.g. an invoice or receipt for a replacement key or security device). Any evidence should be fully itemised with an accurate and clear breakdown to allow the tenant to determine the reasonableness of the fee charged. You should proactively seek value for money in respect of any works undertaken.

Where possible, we encourage a landlord or agent to allow tenants to resolve issues independently. For example, you may give a tenant the option to replace a lost key or security device at their own cost instead of requiring them to pay a default fee. This would not be in breach of the ban.

Q. Does a tenant have to pay the charge if I do not provide evidence to demonstrate that the costs incurred are reasonable?

No. A tenant is not liable for the fee until suitable evidence is provided. If you fail to provide written evidence of your costs or impose an unreasonable default fee, you will be in breach of the Tenant Fees Act. A tenant can refuse to pay the fee and/or complain to the relevant enforcement authority (usually [trading standards](#)), the [First-tier Tribunal](#) or the relevant [redress scheme](#) (if it concerns an agent). Enforcement authorities will be able to impose a financial penalty of up to £5,000 if you have imposed an unlawful or unreasonable default fee.

The following default fees are not likely to be permitted because they would usually exceed the costs reasonably incurred in the loss of a key or security device:

- A charge of £100 as well as the cost of replacement keys/fobs will be issued to the tenant for the replacement of lost keys or security devices during the course of the tenancy.
- A charge of £50 for a standard front door key.

Q. Can I charge for my time in replacing a key or security device?

Generally, we do not consider it necessary for landlords or agents to charge for their time in replacing a lost key or security device.

In certain cases, it may be appropriate, but the onus will be on the landlord or agent to demonstrate that they have incurred costs which are in addition to their general responsibilities in addition to the cost of replacing a lost key or security device. You must be able to provide written evidence that the costs are reasonable and attributable to the default.

We would consider a cost of no more than £15 per hour, which is the median hourly wage of an employee in the lettings industry (taking into account non-wage costs) to be a reasonable charge for a landlord or agent's time in replacing a lost key or security device.

Q. If a tenant requests more sets of keys (e.g. for family or cleaners) can they be charged for the cost of extra sets of keys?

The decision on whether to provide tenants with additional keys or secure devices giving access to the housing is a matter for landlords and agents. If a tenant voluntarily requests additional keys or security devices, you may ask the tenant to pay for this service. However, you must not require a tenant to pay for the additional key or security device that wasn't requested.

For example, you would be prohibited from requiring a tenant to pay for additional keys or security device for a cleaner or contractor that wasn't requested by the tenant.

This is distinct from replacing keys or security devices which you must provide but you can charge for your reasonably incurred costs which have been evidenced in writing provided this is set out in the tenancy agreement.

CHANGES TO A TENANCY

Q. What do you mean by a change to a tenancy?

A change to a tenancy is any reasonable request to alter a tenancy agreement. This could be making changes to the tenancy agreement to enable:

- pets to be kept in the property
- a change of sharer in a joint tenancy
- permission to sub-let
- a business to be run from the property
- or any other amendment which alters the obligations of the agreement

Where possible, you should make every effort to accommodate any reasonable changes requested by the tenant.

Q. Can I charge a tenant for a change of sharer?

Yes. Where a tenant requests a change of sharer on a joint tenancy, you are entitled to charge them for any costs incurred for amending the tenancy agreement up to £50 (inc. VAT), or for any reasonable costs incurred if these are higher than £50.

The general expectation is that this charge will not exceed £50. In some circumstances, it may be appropriate for this to be higher. In any case, you should be able to demonstrate that any fee above £50 is reasonable and provide evidence of the costs you have incurred in the form of receipts or invoices. Any costs that are not reasonable are a [prohibited payment](#).

N.B. You cannot charge a tenant for changes to an agreement before it is entered into (e.g. requests to remove specific clauses or provisions from a tenancy agreement before it is signed).

Q. If a tenant has found a suitable replacement tenant, can I still charge more than £50 for a change of sharer fee?

It is unlikely that you could justify charging a fee above £50 in this circumstance. The costs involved in referencing the replacement tenant, re-issuing the tenancy agreement and protecting the tenancy deposit should be small. You could also ask the tenant to obtain such a reference voluntarily (although you cannot require a tenant to do this as a condition of granting them a tenancy) to further reduce the costs incurred. There are a number of third-party organisations which will carry out professional referencing checks at a small cost – for example a full tenant reference check can cost up to £30.

You should be able to demonstrate to a tenant that any fee charged above £50 is reasonable and provide evidence of your costs. Any costs that are not reasonable are a [prohibited payment](#).

Q. Can I charge a fee for each change to a tenancy agreement?

Yes, but you should be able to justify the costs you have incurred as a result of each change. Not all changes to a tenancy agreement will incur the same cost, for example, including a pet clause within an existing tenancy agreement is unlikely to incur the same cost as a change of sharer.

The general expectation is that charges for this should not exceed £50. If you seek to charge more than £50, you should provide written evidence in the form of receipts or invoices to demonstrate that the amount charged does not exceed reasonable costs. Any costs that are not reasonable are a prohibited payment.

EARLY TERMINATION FEES

Q. Can I ask a tenant to pay a fee if they want to leave a tenancy before the end of their fixed-term or the end of their notice period?

A landlord or agent can require a tenant to make payments in connection with the early termination of the tenancy where the tenant has requested this, but there are restrictions on what can be charged.

Generally, the costs charged for early termination must not exceed the loss incurred by the landlord (usually the loss in rent resulting from a tenant's decision to leave and/or the costs of re-advertising or referencing), or the reasonable costs to the agent (such as referencing and marketing costs).

If you agree to a tenant leaving early, you can ask them to pay rent as required under their tenancy agreement until a suitable replacement tenant is found. A tenant can be held liable for rent until their fixed-term agreement has ended or, in the case of a statutory periodic tenancy, they have given the notice required under their tenancy agreement. However, a landlord is not able to charge more than the rent they would have received before the end of the tenancy.

If you agree to terminate a tenancy early, you should clearly set this out in writing. It is good practice for a landlord or agent to agree to a reasonable request to end the tenancy early. Where agreed to, landlords and agents should consider on a case-by-case basis whether it is appropriate to charge an early termination fee, for example, whether there are any exceptional circumstances which require the tenant to leave early.

Please note: you should not require a tenant to pay a fee in this circumstance if they are exercising a break clause in their contract which permits them to leave before the end of their fixed-term (provided that they have given notice as required by the terms of their agreement).

Q. What can I charge if a replacement tenant has been found?

Where a suitable replacement tenant is found and the landlord has agreed to an early termination of the tenancy, you can only charge the tenant rent until the new tenancy has started. If you do not stand to lose any rent because of a tenant's decision to leave, you would not be permitted to consider lost rent in any fee you wish to charge for early termination. However, you could reasonably charge a fee to cover any referencing and advertising costs that you have incurred as a result of a tenant leaving early, but you should be able to provide evidence to demonstrate these costs.

Q. Can I require a tenant to pay their outstanding rent in a lump sum?

No. You cannot require the tenant to do this. You can require them to continue paying rent as set out in their tenancy agreement (usually monthly) until a new tenant is found (unless they still agree to terminate the tenancy and agree to pay the rent as a lump sum).

A landlord is only entitled to recover the loss they have incurred in this situation. You are not permitted to benefit financially from a tenant leaving early. Any payment which exceeds the loss incurred by the landlord or the reasonable costs to the agent will be a [prohibited payment](#) under the ban.

Q. Can a tenant sub-let as an alternative to terminating their fixed-term agreement early?

A tenant should not sub-let unless their tenancy agreement allows this, and this has been agreed in writing by the landlord.

If it is not appropriate for a tenant to sub-let, we would encourage you to let the tenant leave the tenancy agreement early provided that a suitable replacement is found.

OTHER PAYMENTS

Q. Are there other payments that a tenant can be required to make?

Yes, tenants are responsible for bills if these are not included within their rent. Payments for utilities, broadband, TV, phone and council tax are all excluded from the ban.

However, landlords must not over-charge tenants where they pay utilities separate from the rent.

Q. Are utility payments (gas, electricity, water) excluded from the ban?

Yes. Tenants are still required to pay for any utility services, such as gas, electricity or water that they consume – where they are responsible for these payments in the tenancy agreement. However, there is legislation which prevents landlords from over-charging tenants for provision of these services (the Office of Gas and Electricity Markets, 'OFGEM', fixes maximum resale prices under section 44 of the Electricity Act 1989, section 37 of the Gas Act 1986 and the Water Resale Order 2006 governs the maximum price for water).

Q. What can I charge tenants for gas and electricity?

Landlords who resell energy to their tenants for domestic use are governed by Maximum Resale Price (MPR) provisions set by Ofgem. This means that landlords can only resell energy at the price they have paid to a licensed energy supplier. Tenants are entitled to receive a breakdown of the costs paid by a landlord upon request and can take a landlord court to recover any amount which has been overcharged. Guidance on these provisions is available [here](#).

[Citizens Advice](#) and Ofgem offer advice on the rights and responsibilities of landlords in respect of utilities payments.

Q. What can I charge tenants for water?

Similar provisions exist for the resale of water. Landlords are prohibited from over-charging tenants for the resale of water under the Maximum Resale Price provisions set out in the Water Resale Order 2006. The Maximum Resale Price ensures that landlords who resell water or sewerage services must charge no more to tenants than the amount they are charged by the water company.

Landlords are also allowed to charge a reasonable administration fee. The administration charge is set to cover administration costs and the maintenance of meters. Generally, landlords can recover around £5 each year in administration for a property without a meter and £10 for a property with a meter.

Q. Do tenants have the right to change the gas and electricity provider?

If tenants are directly responsible for paying the gas or electricity bill, they have the right to choose the supplier. You are not allowed to prevent them from doing this.

Q. Can a tenant ask for a pre-payment meter to be removed?

If a tenant is responsible for paying the gas and electricity bill they have the right to change the type of meter installed in the property, this includes the removal of an existing prepayment meter.

Q. What happens if a tenant has a debt on their account?

The Debt Assignment Protocol enables prepayment meter customers with a debt up to £500 per fuel to switch to another supplier's cheaper prepayment tariff. This is designed to help tenants pay off your debt quicker and save money on their energy use.

Q. Are loans under the Green Deal (or any subsequent energy efficiency scheme) excluded from the ban?

Yes. Tenants are still liable to make any payments that they are responsible for under a [Green Deal loan](#).

Q. Are broadband, TV or phone payments excluded from the ban?

Yes. Tenants are still liable to pay for services (e.g. broadband, TV or phone), they are required to pay under the terms of their agreement or that they may choose to contract if these are not included within the rent. Landlords are prohibited from over-charging for communications services under the ban.

Q. Are council tax payments excluded from the ban?

Yes. Tenants are still liable to pay for any council tax payments associated with the property, unless a valid exemption applies (e.g. they are enrolled in a full-time higher education course).

Q. If a tenant owes a permitted fee which they don't pay, can interest at 3% above the Bank of England base rate be charged?

No. Landlords or agents can only charge interest on a late payment of rent where there is a term in the tenancy agreement which permits you to do so and the rent has been outstanding for 14 days or more. Where the rent includes payments in respect of council tax, utilities, television licences or communication services, the landlord or agent would be entitled to include the amount owed by the tenant for these services which has been outstanding for 14 days or more.

Please note: you cannot evict a tenant using the [section 21 eviction procedure](#) until you have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.



Homes (Fitness for Human Habitation) Act 2018

CHAPTER 34

Explanatory Notes have been produced to assist in the
understanding of this Act and are available separately

£6.90

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Homes (Fitness for Human Habitation) Act 2018

CHAPTER 34

CONTENTS

- 1 Fitness for human habitation
- 2 Extent, commencement and short title



Homes (Fitness for Human Habitation) Act 2018

2018 CHAPTER 34

An Act to amend the Landlord and Tenant Act 1985 to require that residential rented accommodation is provided and maintained in a state of fitness for human habitation; and for connected purposes. [20th December 2018]

BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1 Fitness for human habitation

- (1) The Landlord and Tenant Act 1985 is amended in accordance with subsections (2) to (5).
- (2) In section 8 (implied terms as to fitness for human habitation)—
 - (a) in the heading, after “habitation” insert “: Wales”;
 - (b) in subsection (1), after “house”, in the first place it occurs, insert “in Wales”.
- (3) After section 9 (application of section 8 to certain houses occupied by agricultural workers) insert—

“9A Fitness for human habitation of dwellings in England

- (1) In a lease to which this section applies of a dwelling in England (see section 9B), there is implied a covenant by the lessor that the dwelling—
 - (a) is fit for human habitation at the time the lease is granted or otherwise created or, if later, at the beginning of the term of the lease, and
 - (b) will remain fit for human habitation during the term of the lease.
- (2) The implied covenant is not to be taken as requiring the lessor—

- (a) to carry out works or repairs for which the lessee is liable by virtue of –
 - (i) the duty of the lessee to use the premises in a tenant-like manner, or
 - (ii) an express covenant of the lessee of substantially the same effect as that duty;
 - (b) to rebuild or reinstate the dwelling in the case of destruction or damage by fire, storm, flood or other inevitable accident;
 - (c) to keep in repair or maintain anything which the lessee is entitled to remove from the dwelling;
 - (d) to carry out works or repairs which, if carried out, would put the lessor in breach of any obligation imposed by any enactment (whenever passed or made);
 - (e) to carry out works or repairs requiring the consent of a superior landlord or other third party in circumstances where consent has not been obtained following reasonable endeavours to obtain it.
- (3) The implied covenant is also not to be taken as imposing on the lessor any liability in respect of the dwelling being unfit for human habitation if the unfitness is wholly or mainly attributable to –
 - (a) the lessee's own breach of covenant, or
 - (b) disrepair which the lessor is not obliged to make good because of an exclusion or modification under section 12 (power of county court to authorise exclusions or modifications in leases in respect of repairing obligations under section 11).
- (4) Any provision of a lease or of any agreement relating to a lease (whether made before or after the grant or creation of the lease) is void to the extent that it purports –
 - (a) to exclude or limit the obligations of the lessor under the implied covenant, or
 - (b) to authorise any forfeiture or impose on the lessee any penalty, disability or obligation in the event of the lessee enforcing or relying upon those obligations.
- (5) Where in any proceedings before a court it is alleged that a lessor is in breach of an obligation under the implied covenant, the court may order specific performance of the obligation (regardless of any equitable rule restricting the scope of that remedy).
- (6) Where a lease to which this section applies of a dwelling in England forms part only of a building, the implied covenant has effect as if the reference to the dwelling in subsection (1) included a reference to any common parts of the building in which the lessor has an estate or interest.
- (7) In a lease to which this section applies of a dwelling in England, there is also implied a covenant by the lessee that the lessor, or a person authorised in writing by the lessor, may enter the dwelling for the purpose of viewing its condition and state of repair.
- (8) The covenant implied by subsection (7) requires entry to the dwelling to be permitted –
 - (a) only at reasonable times of the day, and

- (b) only if at least 24 hours' notice in writing has been given to the occupier of the dwelling.
- (9) In this section –
- “common parts” has the meaning given by section 60(1) of the Landlord and Tenant Act 1987;
 - “lease” does not include a mortgage term;
 - “lessee” means the person for the time being entitled to the term of a lease;
 - “lessor” means the person for the time being entitled to the reversion expectant on a lease.

9B Leases to which section 9A applies

- (1) Section 9A applies to a lease under which a dwelling is let wholly or mainly for human habitation if either of the following applies –
- (a) the lease is for a term of less than 7 years, or
 - (b) the lease is of a kind mentioned in subsection (1A) or (1AB) of section 13 (leases to which section 11 applies: secure, assured or introductory tenancies for fixed term of 7 years or more).
- This is subject as follows.
- (2) Section 9A does not apply to any lease of a kind mentioned in section 14 (exceptions for leases to which section 11 applies).
- (3) Except as mentioned in subsections (4), (5) and (6), section 9A does not apply to a lease granted –
- (a) before the commencement date, or
 - (b) on or after that date in pursuance of an agreement entered into, or an order of a court made, before the commencement date.
- (4) Section 9A applies to a periodic or secure tenancy that is in existence on the commencement date, but in the case of any such tenancy the covenant implied by that section has effect in the following way –
- (a) subsection (1)(a) of that section has effect as if the reference to the later of the times there mentioned were a reference to the time that begins at the end of the period of 12 months beginning with the commencement date, and
 - (b) subsection (1)(b) of that section has effect only in respect of times falling after the end of that 12 month period.
- (5) Section 9A applies to a periodic or secure tenancy that comes into existence after the commencement date on expiry of a term of a lease granted before that date.
- (6) Section 9A applies to a lease for a fixed term which –
- (a) is granted or renewed before the commencement date, and
 - (b) is renewed for a further fixed term on or after that date,
- and for this purpose the renewal on or after the commencement date is to be treated as a grant of the lease on or after that date.
- (7) For the purposes of subsection (1) it is immaterial –
- (a) whether the dwelling is to be occupied under the lease or under an inferior lease derived out of it, or

- (b) that the lease also demises other property (which may consist of or include one or more other dwellings).
- (8) In determining for the purposes of subsection (1)(a) whether a lease is for a term of less than 7 years –
- (a) any part of the term falling before the grant or creation is to be ignored and the lease is to be treated as a lease for a term commencing with the grant or creation;
 - (b) a lease which is determinable at the option of the lessor before the expiry of 7 years from the commencement of the term is to be treated as a lease for a term of less than 7 years;
 - (c) a lease (other than one to which paragraph (b) applies) is not to be treated as a lease for a term of less than 7 years if it confers on the lessee an option for renewal for a term which, together with the original term, amounts to 7 years or more.
- (9) In this section –
- “the commencement date” means the date on which the Homes (Fitness for Human Habitation) Act 2018 comes into force;
 - “lease”, “lessee” and “lessor” have the same meanings as in section 9A;
 - “secure tenancy” has the meaning given by section 79 of the Housing Act 1985.

9C Application of section 9A to certain dwellings occupied by agricultural workers

- (1) This section applies where under a contract of employment of a worker employed in agriculture –
- (a) the provision of a dwelling for the worker’s occupation forms part of the worker’s remuneration, and
 - (b) the provisions of section 9A (implied term as to fitness for human habitation of dwellings in England) are inapplicable by reason only of the dwelling not being let to the worker.
- (2) There is implied as part of the contract of employment (in spite of any stipulation to the contrary) a term having the same effect as the covenant that would be implied by section 9A if the dwelling were let by a lease to which that section applies.
- (3) The provisions of section 9A apply accordingly –
- (a) with the substitution of “employer” and “employee” for “lessor” and “lessee”, and
 - (b) with such other modifications as may be necessary.
- (4) This section does not affect –
- (a) any obligation of a person other than the employer to repair a dwelling to which the covenant implied by section 9A applies by virtue of this section, or
 - (b) any remedy for enforcing such an obligation.”
- (4) In section 10 (fitness for human habitation) –
- (a) the existing text becomes subsection (1);
 - (b) in that subsection –

- (i) after “house”, in both places where it occurs, insert “or dwelling”;
- (ii) after “facilities for preparation and cooking of food and for the disposal of waste water;” insert –
 - “in relation to a dwelling in England, any prescribed hazard;”;
- (c) after that subsection insert –
 - “(2) In subsection (1) “prescribed hazard” means any matter or circumstance amounting to a hazard for the time being prescribed in regulations made by the Secretary of State under section 2 of the Housing Act 2004.
 - (3) The definition of “hazard” in section 2(1) of the Housing Act 2004 applies for the purposes of subsection (2) as though the reference to a potential occupier were omitted.”
- (5) In section 39 (index of defined expressions), after the entry in the list for “lease, lessee and lessor (generally)” insert –

“(in the provisions relating to fitness for human habitation of dwellings in England)	section 9A(9)”.
---	-----------------
- (6) In section 302 of the Housing Act 1985 (management and repair of houses acquired under section 300 or retained under section 301), in paragraph (c) –
 - (a) for “section 8” substitute “sections 8 and 9A”, and
 - (b) for “does” substitute “do”.

2 Extent, commencement and short title

- (1) This Act extends to England and Wales.
- (2) This Act comes into force at the end of the period of three months beginning with the day on which it is passed.
- (3) This Act may be cited as the Homes (Fitness for Human Habitation) Act 2018.



Published by TSO (The Stationery Office), part of Williams Lea Tag, and available from:

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Houses in Multiple Occupation Policy

Last reviewed May 2019

1.0 Houses in Multiple Occupation policy overview

This policy is managed and adhered to by the housing service. This policy will be reviewed on a regular basis.

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Policy overview

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- 2.5 Action against HMO landlords
- 2.6 Action against HMO tenants

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4.0 Legislation

1.1 Introduction

Dacorum Borough Council (DBC) is committed to working with landlords and private tenants so Houses in Multiple Occupation (HMO) are safe places to live. This policy sets out the council's approach to enforcing HMO standards.

From October 2018, the law around HMO licensing is changing. Local authorities will be required to licence any HMO housing five people or more covering two or more households, regardless of number of storeys in the property (DBC have previously only licensed HMO's of three storeys or more).

People who are not related to each other by blood, marriage or in an equivalent cohabiting relationship, will be considered as separate households. However, friends occupying a house on a shared tenancy are viewed as multiple households

DBC will be adopting the new licensing requirements early in order to support the council and landlords to effectively prepare for October 2018.

1.2 Aim(s) of the policy:

The aims of this policy are to;

- Reinforce the expected standards of all HMO's operating in Dacorum
- Outline our approach to regulating HMO's, including enforcement action

1.3 Links to the Council's corporate aims:

This policy supports the council's corporate priorities which are set out in ['Delivering for Dacorum – Corporate Plan 2015-2020'](#).

1.4 Equality and diversity

The council is committed to promoting equality of opportunity in housing services and has procedures in place to ensure that all Applicants and Tenants are treated fairly and without unlawful discrimination.

1.5 Policy Statement(s)

All landlords in Dacorum are required to take responsibility for managing their properties so their tenants live in good conditions and feel safe and secure in their home.

All complaints received will be fully investigated before action is taken.

We will take action against landlords that do not effectively maintain their properties or cause unnecessary upset for their tenants.

We will use a range of powers delegated to the council to achieve a positive outcome for tenants living in poor conditions.

We will ensure all officers are competent and have a thorough understanding of current and upcoming legislation so any action taken by the council against landlords is informed.

2.0 HMO Policy Detail

2.1 Identifying HMOs

To identify all HMO's in Dacorum requiring a licence under the new definition we will use a range of methods.

We will use all information collected and held by departments in the Council and external agencies, which include; Fire Service, council tax, electoral registration, and the housing register. This will allow us to identify the number of people living in a property. As a local authority, we require our partners, local letting agents and voluntary sector organisations to report suspected HMO's so that we can investigate and ensure licenses are in place where appropriate.

Tenants living in a property of five or more people will be encouraged to contact the Private Sector Housing team if there is no visible licence displayed in their home. Although we understand that some tenants may not want to report their landlord for fear of revenge eviction, it is essential that HMO's are licensed in order to ensure the safety of people living in or visiting the property.

Any impact on tenants will be dealt with in partnership with the Council's Homeless Prevention & Assessment Team.

We will investigate any suspected HMO's operating in the Dacorum area, and will undertake a variety of actions such as door-knocking, desktop reviews and contacting the landlord in order to obtain further information. Elected members working in their wards will also be key to identifying HMO's.

All details of activity and communication with landlords is recorded. Where an unlicensed HMO is identified, the landlord may be subject to enforcement action in line with our [Enforcement Policy](#). Advice and support is provided to the landlord to ensure the correct action is taken. In some circumstances this will lead to a HMO licence application by enforcement.

In line with our Enforcement Policy, any action taken against a landlord will be proportionate, taking into account the impact of the breach on the tenants.

Under section 232 of The Housing Act 2004 we hold a register of licensed Houses in Multiple Occupations, which is available on our [website](#).

The register will only be used for the purposes of enforcing the Housing Act 2004 and other private sector housing legislation.

2.2 Licensing HMOs

Licensing a HMO is the landlord's responsibility. Most landlords want to maintain homes for their tenants that are safe and will proactively apply for, or renew their HMO licence. There is, however, a minority group of 'rogue landlords' who will avoid applying for a licence.

Where a rogue landlord and/or unlicensed HMO is identified, we maintain statutory powers to intervene. This means that we can ensure all operating HMOs are licensed and meet the required standards.

Landlords will be subject to a [fit and proper person check](#) which includes a requirement for landlords to provide a copy of a DBS certificate. Any landlord that has received a banning order will not be granted a licence. In these cases, landlords cannot transfer the responsibility for the HMO to a 'prohibited person'.

A prohibited person is:

- a person associated with the landlord (including family members, spouses and civil partners);
- a business partner of the landlord;
- a person associated with the business partner of the landlord;
- a business partner of a person associated with the landlord;
- a body corporate of which the landlord or a person mentioned above is an officer;
- a body corporate in which the landlord has a shareholding or other financial interest; or
- in the case where a landlord is a body corporate, anybody corporate that has an officer in common with the landlord.

2.0 HMO Policy detail continued

A HMO licence lasts for a maximum of five years. We are required to ensure that any fees set are reasonable and proportionate. To ensure this, DBC will undertake an annual review of service costs and benchmark these against other local authorities in Hertfordshire.

Fees and charges are then set to recover costs. The list of fees charged by Dacorum Borough Council can be found on our [website](#).

Licensed HMO's identified by the service will be subject to a higher fee than those landlords are proactive and apply voluntarily.

As part of the application process, the landlord is required to provide a Fire Risk Assessment and Property Layout. Available on our website is a guide HMO Fire Safety.

Licences will not be granted without these documents or if:

- the HMO is considered unsuitable for the number of occupiers;
- the number of facilities do not meet the requirements such as toilets, bathrooms and cooking facilities; or
- the landlord or managing agent is not deemed suitable under the 'fit and proper test'.

Where work needs to be undertaken to the property, licenses may be granted with conditions and a time frame allocated for completion.

2.3 Temporary Exemption Notice

All HMO landlords must notify the council of their intention to change the use of the property, for example, if they intend to:

- sell the property with vacant possession
- convert into self-contained flats
- carry out major renovation works
- let to a single household or family

If a landlord intends to undertake work which will result in a change or use for the property and it will no longer require a licence they must apply for a Temporary Exemption Notice.

Temporary Exemption Notices can only be granted for a maximum of three months.

In exceptional circumstances it can be renewed for an additional three months on further application to the Council. This must be made before expiry of the existing temporary exemption and further evidence must be provided to the Council to consider a renewal.

A Temporary Exemption Notice can be applied for by contacting the Private Sector Housing team directly. Once an application is received the landlord or managing agent will be notified in writing within 28 days.

If the application is refused, the applicant or relevant person can appeal the decision by contacting the First Tier Tribunal within 28 days of the decision being made. Details on how to appeal will be included in the letter.

2.4 Maintaining standards

Maintaining the right standards in HMO's is essential to reducing the risk of fire and avoiding people living in overcrowded or poor conditions. We are responsible for taking action against landlords or managing agents who do not meet the requirements set out in the Housing (Management of Houses in Multiple Occupation) regulations 2006.

As set out in these requirements, we expect all landlords to clearly display their licence along with their name and contact information.

All fire escape routes must be kept clear. It is essential that all tenants in a HMO can get out of the property without coming into contact with high risk areas such as the kitchen. Fire safety measures (e.g. fire doors, smoke alarms and heat detectors) must be installed and maintained regularly.

It is the landlord's responsibility to ensure tenants can access a clean water supply at all times. Drainage must be able to sustain and adequately dispose of water waste.

All HMO's must have a safe and consistent supply of electricity and gas. Tenants are encouraged to report any issues with their gas or electricity to their landlord as soon as possible.

2.0 HMO Policy detail continued

In the event of an emergency or where clean water, electricity or gas is not available for 24 hours or longer, the landlord is required to find alternative accommodation for all tenants whilst repairs are undertaken.

If a landlord cannot be contacted, we will support the tenant to ensure they have alternative temporary accommodation. In this event, landlords can be charged for any associated costs.

Maintenance of communal areas such as hallways, staircases and kitchens are also the responsibility of the landlord. These areas should be kept in good condition. This includes any furniture supplied by the landlord. Action can be taken by the landlord if communal facilities or furniture is damaged by tenants.

The landlord is also within their rights to ask tenants to remove any personal items if they are obstructing escape routes.

Irrespective of any ongoing issues with tenants in a property, any necessary repairs must be carried out when related to:

- the structure and exterior of the property e.g. drains, guttering and external pipes, windows and external doors;
- basins, sinks, baths, toilets and pipework; and
- water and gas pipes, electrical wiring, water tanks, boilers /all forms of heating.

If repairs to these areas are not completed, this would be considered a breach of licence.

A valid energy performance certificate (EPC) and gas safety certificate does need to be provided to each tenant in order for landlords to serve a valid section 21 notice. Our Home Energy Conservation Officer can provide support and advice to all landlords on improving the energy rating of their property. Investment in insulation helps landlords to protect their property and keep bills down for tenants.

2.5 Promoting standards

We will work with landlords, management companies and local letting agents to promote the required standards for HMO's. Through our partnership with the National Landlords Association we support local landlords to become accredited and complete training so they are able to make informed decisions regarding their property.

We make sure to communicate key messages such as legislative changes that can impact private tenants and their landlords, alongside any individual support the council is able to offer. The Private Sector Housing team can offer advice and guidance on issues HMO landlords are experiencing and, where required, signpost to further services that can help.

2.6 Action against HMO landlords

In order to ensure HMO's are a safe place for Dacorum residents to live the Council will use powers granted by the Housing Act 2004 and the Housing and Planning Act 2016 to undertake enforcement action against landlords where necessary.

Unless it is an emergency (e.g. electrical hazard, raw sewage etc.) landlords will receive a minimum notice of 24 hours prior to any visits undertaken by the council. We expect landlords or their managing agents to attend.

Where conditions do not meet the necessary standards, we will utilise the Housing Health and Safety Rating System (HHSRS) to identify issues and assess the level of risk to the tenants.

Landlords will be notified of any hazards identified and given the opportunity to rectify them. Where work is not undertaken within the agreed timeframe, we will serve an improvement notice or a prohibition order to ensure works are completed.

In this instance, any notices served will carry an additional charge to the landlord for the cost of the inspection and service of the notice. This is in addition to the cost of the repairs required. The cost of these additional charges will be registered as a local land charge against your property until the full amount has been repaid.

2.0 HMO Policy detail continued

Additionally, any illegal evictions or harassment towards tenants will also be dealt with by the council (see the Private Rented Sector [Enforcement Policy](#) for more information).

Where overcrowding is identified an Overcrowding Notice should be served. Sections 139 - 144 of the Housing Act 2004 will be used to tackle overcrowding in HMOs that are not required to be licensed under Part 2.

Overcrowding in larger HMOs will be covered under Part 2 of the Act since a licence only permits a house to be licensed for a specified number of occupants. Section 139 permits us to serve overcrowding notices to HMOs that are not licensed or subject to an Interim Management Order or Final Management Order.

We will give 7 days' notice to all relevant persons (including occupiers) of its intentions and consider their representations.

An overcrowding notice becomes operative 21 days after it is served, unless an appeal is made (see section 143). Contravention of a notice is punishable with a fine of up to £2,500. This will be reviewed by the Private Sector Enforcement Panel.

When taking enforcement action, we will have regard to our Enforcement Policy and the Regulator's Code.

Charges will be made for the following actions taken by DBC:

- serving an improvement notice
- making a prohibition order
- serving a hazard awareness notice
- taking emergency remedial action
- making an emergency prohibition order
- making a demolition order
- carrying out a review under section 17 (review of suspended improvement notices) or section 26 (review of suspended prohibition orders)
- serving copies of the Council's decision on such a review

Where the Council is concerned for the welfare of HMO tenants, and the landlord is not engaging, we will use powers to issue either an interim or final management order.

2.7 Action against tenants

Due to the type of housing officered by a HMO, there is an increased risk that issues may arise between tenants from different households living in the same property. Landlords are responsible for ensuring that the behaviour of their tenants does not impact neighbours or the wider community.

When this happens it is often a breach of the tenancy agreement and we expect the landlord to take action to enforce the tenancy agreement. There are circumstances where the council can support landlords to reach an effective solution or take action on their behalf. Examples include:

- Noise complaints;
- Hoarding;
- Rooms that have become filthy and verminous; and/or
- Anti-Social Behaviour.

In the event of these cases, landlords should contact the Private Sector Housing Team in the first instance. Where there is welfare or safeguarding concerns for a tenant, we are required to contact other professionals e.g. adult social care.

When reports are from a neighbour or other tenant, the team will contact the landlord to agree actions that need to be taken to resolve any issues.

A landlord is able to serve a valid section 21 notice to evict tenants who are causing serious anti-social behaviour or other breaches of their tenancy agreement.

3.0

Links to other corporate documents

This policy links to, and should be read in conjunction with, the following documents:

- Private Sector Housing Enforcement Policy
- [Regulators Code Statement](#)
- [Landlord Fit and proper Statement](#)
- [HMO safety guide 'Delivering for Dacorum – Corporate Plan 2015-2020'](#).

4.0

Legislation

The legislation listed below will be taken into consideration when implementing this policy:

- [Housing Act 2004](#)
- [The Human Rights Act 1998](#)
- [The Equality Act 2010](#)
- [The Regulation of Investigatory Powers Act 2000](#)
- [The Police and Criminal Evidence Act 1984 – Codes of Practice](#)
- [Enforcement Guidance issued under section 9 of the Housing Act 2004](#)
- [The Criminal Procedures and Investigations Act 1996](#)
- [The Legislative and Regulatory Reform Act 2006](#)
- [The Code for Crown Prosecutors](#)
- [The Regulators Code 2014](#)
- [Management of HMO regulations 2006](#)

New Fees and Charges for HMO

HMO Licence Fee Part 1	£599
HMO Licence Fee Part 2	£426
Enforcement of Not Notifying LA	£254

HMO Licence Fee Part 1

Area	Task	Time (mintues)	Officer	Cost	
HMO licence application with no intervention from PRS team.	HMO Application download	15 mins	0.25	PSSO	£7.23
	indexing Application	45 mins	0.75	PSSO	£21.70
	HMO payment checker & note	10 mins	0.17	PSSO	£4.82
	HMO application document check	45 mins	0.75	PSSO	£21.70
	HMO Acknowledgement/missing info le	20 mins	0.33	PSSO	£9.64
		30 mins (not always require)	0.50	PSSO	£14.47
	HMO supporting evidence & indexing				
	Allocation of case	10 mins	0.17	PSSO	£4.82
	HMO application document check	60 mins	1.00	PSEO	£28.77
	Ad-Hoc date sharing info	30 mins	0.50	PSEO	£14.38
	Index all responses (fit & proper)	20 mins	0.33	PSEO	£9.59
	DBS checked (fit & proper)	30 mins	0.50	PSEO	£14.38
	Case reviewed recommendations	20 mins	0.33	PSEO	£9.59
	Case reviewed recommendations	20 mins	0.33	PSLO	£13.17
	Letter re visits	20 mins	0.33	PSEO	£9.59
		190 (10 min per bedroom) 30 mins			
	Complete HMO Visit	travel inc	3.17	2 x PSEO	£182.21
	Write up visit / uploads	60 mins	1.00	PSEO	£28.77
	HMO write up and uploads	60 mins	1.00	PSEO	£28.77
		45 mins (based on 2 letters)	0.75	PSEO	£21.58
	HMO intention to grant letters & conditi				
	HMO production of draft licence	45 mins	0.75	PSEO	£21.58
		60 mins (not yet tested)	1.00	PSLO & GM	
	HMO objections				
HMO production of licence	30 mins	0.50	PSEO	£14.38	
Insert of licence conditions	45mins	0.75	PSEO	£21.58	
HMO licence approved	30 mins	0.50	GM *	£81.97	
HMO cover letters	30 mins	0.50	PSEO	£14.38	
TOTAL - HMO Licence Fee Part 1				£599.06	

NB requested to be removed on 28.11.18

* GM absence goes to Assistant Director

	HMO licence refusal	45 mins	0.75	PSTL (PSLO for costing) & GM	£203.43
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Not able to include in 19/20

Code	Title	Hrly Rate
PSSO	Private Sector Support Officer	£28.93
PSEO	Private Sector Enforcement Officer	£28.77
PSLO	Private Sector Lead Officer	£39.50
EHO	Environmental Health Officer	£37.18
GM *	Group Manager	£163.93
AD	Assistant Director	£189.12

HMO Licence Fee Part 2

Area	Task	Time (mintues)	Officer	Cost
Yearly	Allocate case to PSEO	10 mins	0.17 PSSO	£4.82
	Send letter for renewal of certificates & index	45 mins	0.75 PSEO	£21.58
	Upload certificate & schedule next year reminder	30 mins	0.50 PSEO	£14.38
HMO compliance check (2nd Year)	Allocate case to PSEO	10 mins	0.17 PSSO	£4.82
	Letter re visits	20 mins	0.33 PSEO	£9.59
		190 (10 min per bedroom) 30		
	Complete HMO Visit	mins travel inc	3.17 2 x PSEO	£137.32
	Write up visit / uploads	60 mins	1 PSEO	£28.77
	schedule next year reminder	10 mins	0.17 PSEO	£4.79
HHSRS	If property in bad condition will need to complete formal inspection and possible enforcement action			
HMO compliance check (4th Year)	Allocate case to PSEO	10 mins	0.17 PSSO	£4.82
	Letter re visits	20 mins	0.33 PSEO	£9.59
		190 (10 min per bedroom) 30		
	Complete HMO Visit	mins travel inc	3.17 2 x PSEO	£137.32
	Write up visit / uploads	60 mins	1 PSEO	£28.77
	schedule reminder for expiry date	10mins	0.17 PSEO	£4.79
HHSRS	If property in bad condition will need to complete formal inspection and possible enforcement action			
HMO renewal letters	Send letter for renewal	20 mins	0.33 PSSO	£9.64
	schedule reminder 2 wkly	10 mins	0.17 PSSO	£4.82
TOTAL - HMO Licence Fee Part 2				£425.83

Code	Title	Hrly Rate
PSSO	Private Sector Support Officer	£28.93
PSEO	Private Sector Enforcement Officer	£28.77
PSLO	Private Sector Lead Officer	£39.50
EHO	Environmental Health Officer	£37.18
GM *	Group Manager	£163.93
AD	Assistant Director	£189.12

Enforcement of Not Notifying LA

Area	Task	Time (mintues)	Officer	£	
HHSRS ASSESSMENTS	Service request & upload	25 mins	0.42 PSSO	£12.05	
	Intinal contact & case alloaction	30 mins	0.50 PSSO	£14.47	
	Review case for referral	20 mins	0.33 PSEO	£9.59	
	Interrogate systems	60 mins	1.00 PSEO	£28.77	
	update systems	30 mins	0.50 PSEO	£14.38	
	Letters re visits	30 mins	0.50 PSEO	£14.38	
	Check Kit bags	15 mins	0.25 PSEO	£7.19	
		130 (10 min per bedroom) 30mins			
	Complete informal HHSRS	travel inc	2.17	2 x PSEO	£124.67
	Write up visit / uploads	60 mins	1.00 PSEO		£28.77
Complete recommendations and issue	180 mins	3.00 PSEO			
TOTAL - Enforcement				£254.28	

NB requested to be removed on 28.11.18

Area	Task	Time (mintues)	Officer	£	
HHSRS ASSESSMENTS	schedule reminder 2 wkly	10 mins	0.17 PSEO	£4.79	
	Revisit (check recommendations)	60 mins	1.00 2 x PSEO	£57.54	
		170 mins (10 min per bedroom)			
	Return and complete formal HHSRS	30mins travel inc	2.83	2 x PSEO	£163.03
	Write up visit and uploads	60 mins	1.00 PSEO		£28.77
	HHRSS - Rating system	180 mins	3.00 PSEO		£86.31
		180 (based on standard property)	3.00 PSEO		£86.31
	Case review	45 mins	0.75 PSEO, EHO, PSLO		£174.15
		90 mins - 30mins			
	Revisiit (Part way through SOW/)	travel inc	1.50	2 x PSEO	£86.31
Revisit end of SOW - close case	45 mins	0.75	2 x PSEO	£43.15	

Not able to

Enforcement	Case review for PACE recommendation	60 mins	1 PSEO & EHO	193
	Handover to EHO	45 mins	0.75 PSEO + EHO	145
	PACE letters	60 mins	1 PSEO + EHO	193
	PACE questions	120 mins	2 PSEO + EHO	385
	PACE set up & Interview	180 mins	3 PSEO + EHO	578
	PACE transcript	not tested - SLA	6 ??	
	PACE case notes	60 mins	1 PSEO + EHO	193
	Review case	30 mins	0.5 EHO	82
		60 mins (not tested yet)		
	Case referral for Enforcement Panel	30 mins (not tested yet)	1 EHO	164
	Case heard at Panel	30 mins (not tested yet)	1 EHO*	164
	Outcome of panel notes	30 mins (not tested yet)	1 EHO	164
	Action from panel	Not tested yet	82 EHO	13442

If suspected	Service request & upload	25 mins	0.417 PSSO	12
HMO no	Intinal contact & case alloaction	30 mins	0.5 PSSO	14
application	Review case for referral	30 mins	0.5 PSEO	14
received	Interrogate systems	60 mins	1 PSEO	29

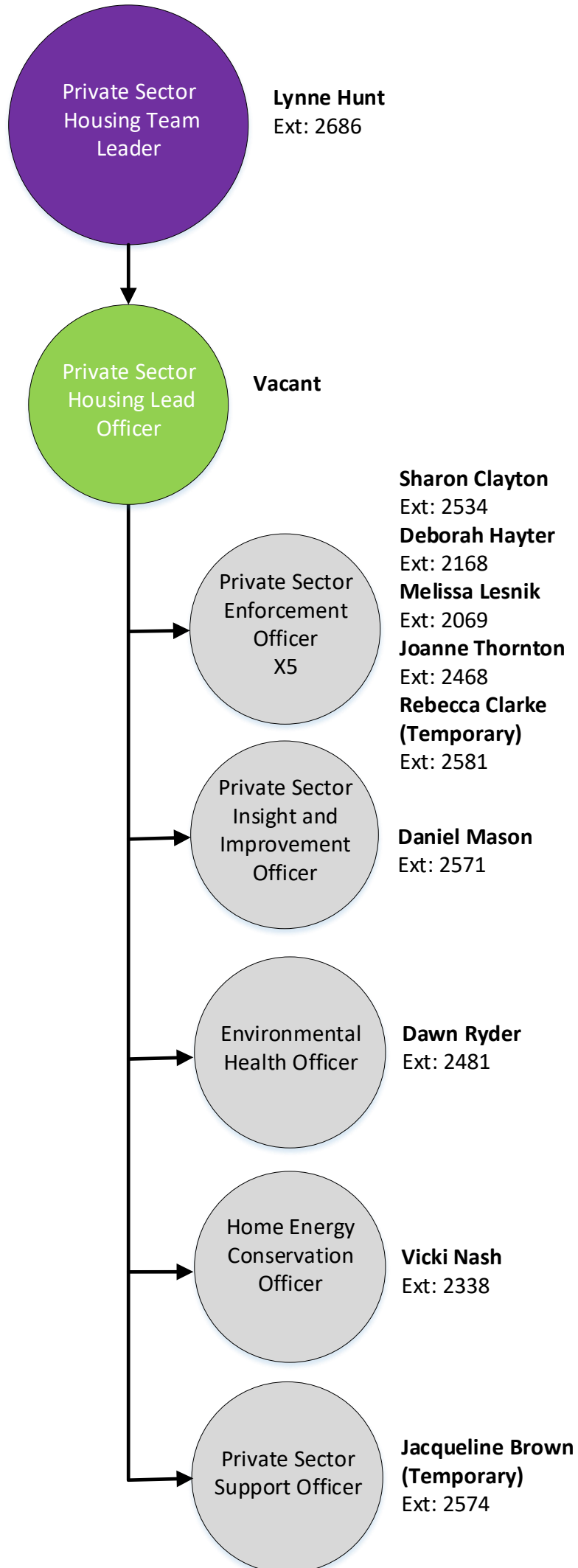
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PSLO	Private Sector Lead Officer	£39.50
EHO	Environmental Health Officer	£37.18
GM *	Group Manager	£163.93
AD	Assistant Director	£189.12



Private Sector Housing Structure Chart

Version 1

Last Reviewed: May 2019





Report for:	Housing and Communities Overview and Scrutiny Committee
Date of meeting:	5 June 2019
Part:	1
If Part II, reason:	

Title of report:	Tenancy Strategy
Contact:	Councillor Margaret Griffiths, Portfolio Holder for Housing Carly Thomas, Independent Reviewing Officer
Purpose of report:	1. To provide members with an overview of the council's new Tenancy Strategy, which outlines the tenancies on offer for social housing and the relationship management with Registered Providers.
Recommendations	1. For members to offer comments on the Tenancy Strategy.
Period for post policy/project review	The strategy will be reviewed if there is related legislative change, otherwise annually.
Corporate objectives:	Clean Safe and enjoyable environment. Building strong and vibrant communities.
Implications:	Failure to have a Tenancy Strategy in place is contravention of the Localism Act.
'Value for money' implications	
Risk implications	N/A
Community Impact Assessment	Completed and enclosed
Health and safety Implications	N/A
Consultees:	Natasha Beresford, Strategic Housing Group Manager

	Fiona Williamson, Assistant Director Housing Mark Gaynor, Corporate Director of Housing and Regeneration Tenant & Leaseholders Committee
Background papers:	Appendix 1 Draft Tenancy Strategy 2019-2021 Appendix 2 Example Service Level Agreement
Glossary of acronyms and any other abbreviation in the report:	Service Level Agreement (SLA)

1. Introduction

- 1.1. In accordance with s.150 of the Localism Act a local housing authority in England must prepare and publish a strategy (a “tenancy strategy”) setting out the matters to which the registered providers of social housing for its district are to have regard in formulating policies relating to;
- (a) the kinds of tenancies they grant,
 - (b) the circumstances in which they will grant a tenancy of a particular kind,
 - (c) where they grant tenancies for a term certain, the lengths of the terms,
 - (d) the circumstances in which they will grant a further tenancy on the coming to an end of an existing tenancy.
- 1.2. The aim of the Tenancy Strategy (Appendix 1) is to ensure that the Council has the ability to shape the affordability and security of all social housing properties let to Dacorum residents.
- 1.3. There are a number of factors that form a part of this strategy that will help Dacorum to achieve this, as explained further in this report.

2. Relationships with Registered Providers

- 2.1. The following are the main Registered Providers that have housing stock in the Dacorum borough; Aldwyck, Affinity Sutton, Clarion, Guinness, Hightown, Paradigm, Thrive and Watford Community Housing Trust.
- 2.2. The Council has nomination rights with all of these providers for their Dacorum stock, nomination rights, may vary depending on the development, but typically are 100% on all initial lets and 85 or 75% on re-lets.

- 2.3. It is therefore vital that we ensure that our relationships with our Registered Providers are as productive and robust as possible. In order to achieve this we have been actively engaging with providers that have stock in the borough, to build relationships, share good practice and developing individual Service Level Agreements (SLA) for each organisation.
- 2.4. Whilst these agreements are tailored and shaped based on the size of the Provider and the level of presence they have in the borough they are all formed around some basic core themes that will help us achieve these aims. An example of a typical SLA, can be found at Appendix 2.
- 2.5. They will not only include allocation arrangements linked to original nomination agreements, but also ensure regular liaison meetings between relevant service managers to discuss performance, challenges, analysis of figures, trends and new build development progress.
- 2.6. A regular overview of new build development progress, is crucial to enabling the service to consider ongoing resource needs for this area of work.
- 2.7. In addition to developing robust relationships, the approach also provides Dacorum the opportunity to obtain information on changes or working practices or issues that negatively impact residents.

3. Affordability

- 3.1. Ensuring properties are affordable for residents is a key area of focus.
- 3.2. Historically, whilst still in the bracket of affordable/social housing, Housing Association properties have always been more expensive than Council properties.
- 3.3. We have and continue to work with our Registered Providers to ensure that any property that is advertised and let through us to our residents are let at an affordable rent and therefore are only charged up to a maximum of 80% market rent levels.
- 3.4. A significant number of Registered Providers also charge tenants Rent in Advance at the point of sign up. The amount of this varies according to the policy of the individual organisation. This has been raised as an area of concern and the reality of this being unaffordable for many applicants.
- 3.5. Through developing tailored Service Level Agreements with each of our Registered Providers, we are committed to ensuring that any financial payment required in advance is set at an affordable level for our applicants.
- 3.6. This will also alleviate pressure on our budgets, as there are several examples where assistance has been given from the Homeless Prevention Fund to ensure a household can be assisted to obtain a property and pressures alleviated on temporary accommodation.

4. Tenure Type

- 4.1. As a part of this work we have also sought clarification on the types of tenancies being offered by Registered Providers.
- 4.2. This is because we want to ensure that regardless of whether they are allocated a council or Housing Association property, Dacorum residents can expect the same or similar levels of tenure security in their new home.
- 4.3. Typically Registered Providers offer starter/introductory tenancies for one year that are then followed by longer, fixed term tenancies of between 3-7 years. This is a similar approach adopted by Dacorum currently.
- 4.4. We are committed to ensuring this approach continues so the same level of tenure security is applied to all new social housing tenants in the borough, regardless of who their landlord is.
 - We will offer a 12-month introductory tenancy to all new tenants.
 - We will offer a secure tenancy to all new supported housing tenants after they successfully complete their introductory period.
 - We will offer a flexible tenancy with fixed terms to all new general needs tenants after they successfully complete their introductory period
 - In some cases of anti-social behaviour (ASB), the Council can request a court order to demote a tenancy. A demoted tenancy allows the tenant an opportunity to address their ASB. Under a demoted tenancy, the tenant holds the same rights as with an introductory tenancy, so it is easier for the council to proceed with an eviction. A tenancy demotion lasts for 12 months but can be extended for a further six months if required.

5. Allocations Policies

- 5.1. We also want to ensure there is a commonality between our Allocations Policy and that of our partners.
- 5.2. As a part of the work we are doing to develop these Service Level/Partnership Agreements we are ensuring that all partners have access to our Allocations Policy and that we have access to theirs. We can then ensure that any potential areas of contention are addressed and resolved.
- 5.3. Whilst Dacorum does not have the ability to dictate the policies and procedures of our Registered Providers, through the outlined work we are doing we are making it clear that the Council expects that in the interests of partnership working that all providers with landlord responsibilities in the Borough consider the needs, circumstances and requirements of Dacorum residents.
- 5.4. Going forward the service will be further engaging with Registered Providers to encourage them to play a greater role in the advertising and allocation of their properties, a process which is fully administered by the council currently. It is intended that the service will be exploring the opportunity to

generate income by enabling the Registered Provider to 'self-serve' using our web based system.

6. Conclusion

- 6.1. The work outlined above is already fully under way and we have several Service Level/Partnership Agreements in the final stages of development, this work will continue with current and new providers to ensure a consistent approach.
- 6.2. The attached Tenancy Strategy for review at Appendix 1 provides an overview of the approach as per the report.



Tenancy Strategy

Last reviewed May 2019



Foreword

I'm pleased to introduce our Tenancy Strategy 2019
which details our...

The strategy also...

National considerations/VFM...

Councillor Margaret Griffiths

Contents

1.0 Introduction

2.0 Our vision

3.0 National and Local Considerations

4.0 Tenancy Detail

5.0 Relationships with Registered Providers

6.0 Conclusion

1.0 Introduction

2.0 Our vision

1.0 Introduction

Dacorum Borough Council (DBC) is committed to ensuring that local people have access to genuinely affordable homes.

This strategy applies to all homes owned and managed by the Dacorum Borough Council housing service. As a local authority, we aim to work closely with housing associations that also own and manage properties in the borough.

Details of our approach to allocating homes in Dacorum are covered in the Housing Allocations Policy.

This strategy will...

- Outline different types of tenancies used by DBC and our approach to granting and reviewing them;
- Outline the approach to social and affordable rents in Dacorum; and
- Outline our approach to working with local housing associations to make sure that all the borough's residents have access to affordable, safe housing.

2.0 Our vision

Dacorum Borough Council is committed to providing good quality affordable homes, in particular for those most in need.

This strategy also supports the councils corporate vision of ‘...working in partnership to create a borough that enables Dacorum’s communities to thrive and prosper’.

The Council’s corporate priorities are set out in [‘Delivering for Dacorum – Corporate Plan 2015-2020’](#)



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3.0 National and local considerations



3.1 National changes

This strategy has been developed to align with all relevant current statutory legislation and best practice guidance.

Nationally, with a lack of tenure security and affordable properties in the private rented sector there is an ever increasing pressure on local authorities to build and deliver more affordable homes.

Central Government introduced new types of tenancies through the Localism Act 2011, with the aim of creating greater flexibility for tenants and housing providers.

Through this Tenancy Strategy, Dacorum Borough Council will outline our approach both to offering different types of tenancies and towards social and affordable rents within the borough.

3.2 Local impact

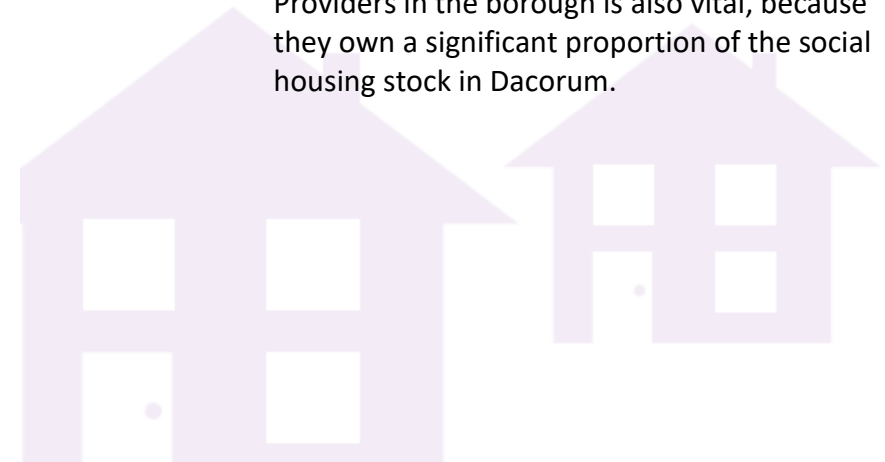
Dacorum experiences significant levels of housing need and demand is high for housing of all tenures. There are currently around 6,000 households on the Council's Housing Register.

Housing in Dacorum has an important part to play in supporting the local economy, as well as being critical in promoting well-being and achieving positive health outcomes.

It is important to maintain a mix of different sizes, types and tenures of housing to meet a wide range of housing needs.

Dacorum aims to make sure that all the borough's residents have access to affordable, safe housing.

We work to achieve these aims with our own housing stock by following our Homelessness, Housing and Older Persons strategies, but the relationship the Council has with Registered Providers in the borough is also vital, because they own a significant proportion of the social housing stock in Dacorum.



4.0 Tenancy Detail



4.1 Introductory Tenancies

In all cases, we will offer an introductory tenancy to new tenants for an initial probationary period of 12 months. Towards the end of this one-year tenancy, an introductory tenancy review will take place. Provided that there are no rent arrears, anti-social behaviour and/or any other tenancy issues, then the tenants will automatically be issued with a flexible or secure tenancy, depending on the type of property or the tenant's circumstances (see 4.2). In the case of a tenant committing anti-social behaviour during their introductory tenancy, it may be extended for an additional six months to allow tenants the opportunity to address the issues identified.

4.2 Secure & Flexible Tenancies

Some existing tenants hold secure or 'lifetime' tenancies with us. This means that they are entitled to keep their tenancy and remain in their homes indefinitely, so long as they consistently comply with all tenancy conditions as set out in their Tenancy Agreement. Dacorum Borough Council no longer offers secure tenancies to new general needs tenants. Supported housing tenants, however, will receive a secure tenancy once they have successfully completed their introductory tenancy. In addition, any tenant who had held a secure tenancy but had to leave their home due to domestic abuse, will be offered a further lifetime secure tenancy for their new home. New general needs tenants, on successfully completing their introductory tenancy, will receive a flexible tenancy.

A flexible tenancy is a tenancy that is provided on a fixed-term arrangement and is reviewed at the end of that fixed term to determine whether or not a new tenancy will be issued. The use of flexible tenancies allows us to ensure that our housing stock is being utilised in an effective way, prioritising those most in need.

At Dacorum Borough Council, we will offer flexible tenancies with a fixed-term period of five years. Towards the end of this period, we will carry out a flexible tenancy review.

4.3 Reviewing and ending Flexible Tenancies

A flexible tenancy review will begin approximately nine months before the scheduled end date of the tenancy and will be used to determine whether or not we will issue a new tenancy

A tenancy review will take into account the tenant's circumstances at that time, including:

- Any changes to household make-up or under occupation;
- Tenant(s) income, savings and assets or any other financial resource; Those earning over £60,000 as a joint income will not be offered another tenancy;
- Vulnerabilities and disabilities of any household members; those that need more suitable accommodation to meet their needs will be offered alternative accommodation

- Adherence to tenancy conditions throughout the current tenancy; any rent arrears or other breaches of tenancy that are current at the time of the review will result in our refusal to offer a further tenancy

If a household is assessed as being in the same or a similar level of housing need as when the tenancy was issued (and tenancy conditions have been adhered to consistently), then we will issue a new flexible tenancy. The household's housing need will be assessed in line with the Housing Allocations Policy. In the event that the property is no longer suitable for a household's needs (in line with the Dacorum bedroom standards), then we may offer an alternative property with a new flexible tenancy. If any breaches of tenancy or changes to circumstances take place after the review date but before the sign-up to the new tenancy, we reserve the right to change the decision made at the review.

Tenants will have a right to appeal against the outcome of their flexible tenancy review. Information on the review and appeal process will be available to tenants when they sign up to a flexible tenancy.

If we refuse to grant another tenancy we will give help and advice around finding alternative accommodation:

- We will provide advice and assistance on where to look for accommodation
- We will complete a **Personal Housing Plan (PHP)** with the tenant, which sets out what steps they could take to find accommodation within their own network of family, friends or other contacts.
- We will offer help with negotiating with a landlord once the former DBC tenant has found somewhere suitable to rent.
- We can refer to any appropriate support services to assist with the search

2.4 Demoted Tenancies

In some cases of anti-social behaviour (ASB), the Council can request a court order to demote a tenancy. A demoted tenancy allows the tenant an opportunity to address their ASB. Under a demoted tenancy, the tenant holds the same rights as with an introductory tenancy, so it is easier for the council to proceed with an eviction or to address any form of tenancy breach.

A tenancy demotion lasts for 12 months but can be extended for a further six months if required. If the ASB in question is addressed appropriately during the length of the tenancy demotion, the tenancy will be reinstated to its former status as flexible or secure.

5.0 Relationships with Registered Providers

DBC has working relationships with all Housing Associations that operate within the borough. The main providers are; Aldwyck, Affinity Sutton, Clarion, Guinness, Hightown, Paradigm and Thrive.

The overarching aim of this section of the policy is to ensure that measures are in place so that regardless of whether an applicant is a Council or Housing Association tenant, all social housing stock let to Dacorum residents is affordable and secure.

Dacorum will achieve this by a robust joint working approach with the aim of ensuring that all Registered Providers are also committed to this goal.

We will do this via individual Service Level Agreements (SLA's) or partnership agreements with each of our registered providers, based on these aims.

Whilst these agreements will be tailored to the specific Registered Provider and will reflect their requirements and property numbers in the borough, they will all be driven by and encompass these same fundamental values to ensure the needs of Dacorum residents are the focus of any agreements made.

These agreements will not only include allocation arrangements, but also regular meetings between relevant service managers to discuss analysis of figures, trends and development progress, as well as any concerns or updates on any service changes that could have an impact on service delivery from either side.

Affordable Rents

Affordability is a key focus. Through increased joint working and robust SLAs, DBC is committed to ensuring that any Housing Association properties let through the Council are let at an affordable rent and therefore that tenants are charged an absolute maximum of 80% of market rent levels.



5.0 Continued

Tenure Type

During consultations with Registered Providers, Dacorum Borough Council has sought clarification on the tenure types being offered. Typically, Registered Providers offer starter/introductory tenancies for one year that are then followed by longer term tenancies. This is a similar approach adopted by DBC.

As a council, through collaborative working with Registered Providers, we are committed to ensuring this approach continues so that a consistent level of tenure security is offered to all new social housing tenants in the borough, regardless of who their social landlord is.

Allocations

Dacorum Borough Council is committed to ensuring that there is consistency between our own Housing Allocations Policy and that of our partners.

Whilst the Council cannot dictate the policies and procedures of other Registered Providers, we expect that, in the interests of partnership working, all Registered Providers with landlord responsibilities in the borough should consider the needs of Dacorum residents and apply similar principles to our own.



6.0 Conclusion

6.0 Conclusion

The introduction of new types of tenancies through the Localism Act, aimed to create greater flexibility both for tenants and housing providers.

Dacorum is committed to ensuring that through this the needs of residents are being met and ensuring that local people have access to genuinely affordable homes.

To conclude, this strategy demonstrates Dacorum Borough Council's commitment to ensuring that through enhanced joint working processes that the Council has the ability to shape the affordability and security of all properties owned, advertised and let through us to Dacorum's residents.

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Service Level

This Service Level Agreement (SLA) is made on the **XXXXXXXXXX** between **Dacorum Borough Council** (hereinafter referred to as 'the Council') of the first part and **XXXX Housing Association**. (Hereinafter referred to as 'XXXX') (or its successor) of the second part.

Duration of the Agreement: This Agreement will continue until it is brought to an end by notice given in accordance with the termination provisions in Section 3 of this agreement.

The parties hereto expressly agreed that nothing in the Agreement in anyway creates a partnership between them.

SECTION ONE

DETAIL OF THE PARTIES

(a) XXXXX Housing Association:

- (1) XXXXXX is a Housing Association and is a registered social landlord within the meaning of Section 1 of the Housing Association Act 1985 and is registered with the Homes & Community Agency under Section 4 of the Housing Associations Act 1985 (Registered No. L1690).
- (2) The registered office is at XXXXXXXXX
- (3) The objective of XXXXX is to provide housing and associated amenities for persons in necessitous circumstances upon terms appropriate to their means, which include, but without prejudice, the provision of supportive accommodation for people in need.

(b) Dacorum Borough Council:

- (1) The Council is a Local Housing Authority for the purposes of the Housing Act 1985 and a Principal Council under Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.¹

- (2) The registered office and place of business is The Forum, Hemel Hempstead, Hertfordshire, HP1 1DN.

(c) Statement of Intent:

The shared objectives of XXXXX and the Council are to nominate and

allocate general needs accommodation to Dacorum residents via the Council's Housing Register and Direct Offer processes for those who are homeless, threatened with homelessness or living in unsuitable accommodation.

XXXXXX will be responsible for ensuring that the Council is sent all appropriate information regarding properties to let within appropriate periods.

The Council will be responsible for ensuring appropriate nominations are made to XXXXX within appropriate periods. The Council will work with XXXXX to facilitate interagency working and positive relationships with the local community.

Both parties will ensure that robust joint working procedures are in place to minimise void times and loss of income.

SECTION TWO

SERVICES TO BE PROVIDED UNDER THIS AGREEMENT

Now it is hereby agreed:-

- (1) When requiring a nomination, XXXXX will provide a detailed advert, which includes a picture of property to the Council. This information should include; details of rent (including any expected rent in advance), special property features, pets, if the property has a lift etc.
- (2) The Council will confirm receipt of the advert via email within 24 hours. Adverts received will be advertised by the Council within three working days.
- (3) In relation to any new builds XXXXX will need to ensure advance notice – a minimum of 8 weeks before completion - is given to the Council to ensure sufficient time to advertise and shortlist suitable candidates.
- (4) Four working days after advert closes DBC will provide nomination to XXXXX. (Exception: If a new build property this will be extended to eight working days)
- (5) If a nomination is not received within seven working days after an advert closes XXXXX will treat this as a waiver from the Council of their nomination rights.

(Exception: If a new build property this will be extended to eleven working days)
- (6) If rights will need to be waived, confirmation of this will be sent to the Lettings Manager by the Strategic Housing Group Manager for Dacorum.

- (7) Once received, XXXX will contact nominees within one working day. If they are unable to speak directly with nominee a message and where possible, an email will be sent for urgent contact.
- (8) Where relevant, the Council will provide information regarding risk assessments to confirm whether the nominee is safe to visit alone, or any other appropriate flags.
- (9) If nominee fails to respond within 24 hours they will be refused and a request made for a further nomination. XXXXXX will ensure that any incidents of failed contact are notified to the Council.
- (10) The Council will provide any requests for additional nominations within two working days provided there are suitable candidates available on the shortlist.
- (11) If further nomination not received within four working days XXXXXX will treat this as a waiver from the Council of their nomination rights.
- (12) If rights will need to be waived confirmation of this will be sent to the Lettings Manager by relevant Strategic Housing Group Manager for Dacorum.
- (13) Nominees will be required to attend a verification appointment with XXXXX within three working days following direct contact.
- (14) Nominees that cannot or fail to attend the verification appointment will be rejected and a request will be made for a further nomination. This further request will need to be sent to the Council within 24 hours of refusal to ensure no further delays in the process.
- (15) If additional information is required as part of the verification process the nominee will have 24 hours to provide this if nominee fails to do this they will be refused and a request made for a further nomination
- (16) Following a successful sign up from a Council nomination, XXXX will send confirmation of the sign up details and tenancy start date.
- (17) Quarterly meetings will also be held between XXXXX Senior Lettings Officer and the Council's Pre-Tenancy Lead Officer and Team Leader to discuss analysis of figures, trends, development progress, any concerns or updates on any service changes that could have an impact on service delivery from either side.

SECTION THREE

FAILURE TO PROVIDE SERVICES

Should either XXXXX or the Council fail to provide a service as defined in this

Agreement then the other party may have recourse to the following:-

- (1) The XXXXX Senior Lettings Officer and the Council's Pre-Tenancy Lead Officer and Team Leader will meet to discuss the grievance. If no agreement is reached the issue will be referred to XXXX's Head of Housing and the Council's Strategic Housing Group Manager..
- (2) If the issue is unresolved then a formal letter should be sent to the Director of Housing for XXXXX and the Council's Assistant Director, Housing who shall have the responsibility for bringing the matter to the appropriate committee within their own organisations, within two months of receipt of the letter.
- (3) If the matter remains unresolved a meeting between the Chief Executive for XXXXX and the Council's Director of Housing should take place within
- (4) If no agreement can be reached, either party can refer the matter to an arbitrator to be appointed by the National Housing Federation.

ENDING THIS AGREEMENT

1. The terms of this agreement will be binding on both parties, subject to annual review, and will be in place for as long as the scheme is in operation and subject to the following provisions.

This Agreement will run until determined by either party on twelve months prior written notice to the other party, accompanied by an explanation, expiring any time but not earlier than three years from the commencement of this agreement.

2. This Agreement may be terminated by both parties signing an amended Agreement (which shall replace this Agreement) or otherwise by the written agreement of both parties (which shall not be unreasonably withheld or delayed).
3. A person who is not a party to this Agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 nor shall its terms be binding on any person other than the parties to it.

Signed on behalf of XXXX Housing Association

..... Head of Housing

..... Date

Witnessed by:

Signed on behalf of Dacorum Borough Council

..... Strategic Housing, Group Manager

.....Date

Witnessed by:

Author		
Responsible officer		
Date of publication		Date of last version
Version no.		Date of expiry
Associated documents		

Community Impact Assessment

Name and description of project, policy or service	
<p>Tenancy Strategy</p>	
Identifying the impact of this project, policy or service on the community and environment	
	<p>Questions to explore: What positive impact will your project, policy or service have? What negative impact will your project policy or service have? How will you ensure any negative impact is limited? What is the impact of doing nothing?</p>
<p>On the community in general e.g. social or economic benefits, negative impacts</p>	<p>The positive impact of this policy will be to ensure consistency for Dacorum residents in terms of their security of tenure regardless of who their social landlord is (LA or HA).</p> <p>As this strategy ensures the Council is legally compliant with with Localism Act and seeks to ensure consistency for all residents of social housing in the borough in relation to tensure types there is no clear negative impact of this strategy on the community in general.</p>
<p>On the council as an organisation e.g. on staff, services or assets</p>	<p>The positive impact on the Council overall is a stronger working relationship with RP's which will make the process of allocating properties more robust. The Council will also have the opportunity to shape the affordability and security of all social housing properties advertised and let via Moving with Dacorum.</p> <p>The impact of doing nothing is that the Council will have disjointed approaches to working with RP's which can have a knock on effect to the allocations processes and cause delays in key to key/void times.</p> <p>In relation to having a Tenancy Strategy – the impact of doing nothing is that the Council would not be compliant with the requirements of the Localism Act that states all local authorities must have a tenancy strategy.</p>
<p>On the protected characteristics Age, disability, gender reassignment, marriage and civil partnership, pregnancy and</p>	<p>The Council is committed to promoting equality of opportunity in housing services and has procedures in place to ensure that all applicants and tenants are treated fairly and without unlawful discrimination.</p>

Community Impact Assessment

maternity, race, religion or belief, sex, sexual orientation (Specify where impacts are different for different characteristics)	This commitment features in the strategy and as with all of the Council's policies and procedures, the Council will ensure that this is a key part of all of the work that we do.	
On the environment e.g. effects on the climate, trees, amenity space, biodiversity, water, energy, waste, material use, air quality	As this is a strategy about working relationships between the Council and other organisations there should be no impact on the environment.	
On the specific target community / location e.g. if the project is based in a specific area or targeted community group	As this is a strategy about working relationships between the Council and other organisations there should be no impact on a specific area and/or location.	
Outline the approach you took to identify the need for this project, policy or service. Please include use of research, data and consultation with residents and/or staff.		
According to the Localism Act every Local Authority is required to have a Tenancy Strategy which is how the need for this document was identified.		
Which commitment(s) does this policy, project or service support from the Equality and Diversity CIH Charter Housing Framework? Link to PDF CIH Commitments on intranet		
<p>7. We represent the communities which we serve</p> <ul style="list-style-type: none"> • We build visible links with local, diverse and representative community groups and community advocates to strengthen our relationships with the communities which we serve and to build trust • We work openly with partners and other service providers in the community to ensure that our services are representative and diverse and to ensure that the diverse customers which we serve are safe and secure in their homes and communities 		
How will you review the impact, positive or negative once the project, policy or service is implemented?		
Action	By when	By who

Community Impact Assessment

Completed by:

Name: Carly Thomas

Role: IRO

Date: 21/05/2019

Reviewed and signed off by relevant Group Manager:

Name:

Role:

Date:



Report for:	Housing and Community Overview and Scrutiny Committee
Date of meeting:	5 June 2019
Part:	1
If Part II, reason:	

Title of report:	Universal Credit
Contact:	Cllr Margaret Griffith, Portfolio Holder for Housing Authors: Layna Warden, Group Manager (Tenants and Leaseholders)
Purpose of report:	<ol style="list-style-type: none"> 1. To update members on the current status of Universal Credit in Dacorum 2. To inform members of the impact of Universal Credit on the DBC Housing service since full roll out in December 2018 3. To highlight steps taken by the Housing service to reduce continuing risk.
Recommendations	That members consider the report and make comments as felt appropriate.
Period for post policy/project review	12 months from date of report
Corporate objectives:	Affordable Housing Building Community Capacity
Implications:	<p><u>Financial</u></p> <p>Universal credit is a significant financial risk for a number of services within the council, specifically Housing. With welfare benefits going directly to tenants instead of the rent element being paid directly to the housing service, rent arrears have risen significantly.</p>

	<p><u>Value for money</u></p> <p>Evidence drawn from pilot areas and where Universal Credit roll out is further advanced suggests it is unlikely that the aims of increasing employment and promoting responsibility will outweigh the financial cost to the Council in increased expenditure and loss of income through unpaid rent and charges.</p>
Risk implications	<p>A significant risk to the Council's ability to collect rent from its own tenants.</p> <p>A likely increased pressure on the homeless and advice teams due to refusal of private landlords to accept Universal Credit claimants.</p> <p>Potentially additional evictions from existing tenants who move on to Universal Credit where landlords are unwilling to accept Universal Credit claimants.</p> <p>A potential increased pressure on the community and voluntary sector for services offered by Citizens' Advice Dacorum and the Foodbank.</p>
Community Impact Assessment	Community Impact Assessment carried out and attached as Appendix A
Health and safety Implications	There are no health and safety implications
Consultees:	<p>Mark Gaynor – Director (Housing and Regeneration)</p> <p>Fiona Williamson - Assistant Director (Housing)</p>
Background papers:	Housing and Community Overview and Scrutiny committee report June 2018
Glossary of acronyms and any other abbreviations used in this report:	<p>CTS – Council Tax Support</p> <p>DBC – Dacorum Borough Council</p> <p>DWP – Department for Work and Pensions</p> <p>ESA – Employment Support Allowance</p> <p>HB – Housing Benefit</p> <p>HRA – Housing Revenue Account</p> <p>UC – Universal Credit</p>

1. Introduction and executive summary

- 1.1. This report sets out the current situation of Universal Credit (UC) in Dacorum. It summarises the system and implementation and highlights some of the experiences so far and the impact of this for residents, for other agencies and partners and for DBC as a stock retaining Local Authority. It finally sets out the approach being taken by the Housing Service to reduce the risk of full UC implementation on our residents, voluntary sector partners and ability to provide a quality service.
- 1.2. Universal Credit has been rolled out for new claimants across all areas of Dacorum. From December 2018, the numbers of UC claimants have considerably increased with 1255 residents now in receipt of this benefit in Dacorum, of which 517 are council tenants.
- 1.3. Full transfer of existing benefit claims to UC will take place between the end of 2019 and 2023, but no further information about which people or areas will be migrated at which point within that timescale are known at present. Proposed approaches have caused considerable concern in particular that residents will be expected to make a new claim within 1 month of notification or will have all their benefits stopped.
- 1.4. The overall impact of the migration is change is unknown, but current expectations – based on pilot areas and our own experience so far - include:
 - an increase in housing rent arrears.
 - an increased pressure on support services.
 - an increased demand on homelessness services, if arrears in the private sector go up.
 - a potential increase in demand for new accommodation, if private landlords don't let to UC claimants.
 - a possible financial pressure within the benefits service, if DWP reduce the current admin grant of c £440,000 more quickly than the actual work goes down.
 - a possible financial pressure if redundancies are required within the benefits service – there may be funding available from DWP to support this, but it is not yet confirmed.

2. Universal Credit – how it works

- 2.1. Universal Credit is a key part of the Government's welfare reform programme. When the concept was introduced in 2010 it received cross party support with its aim to simplify the benefits system for those of working age and incentivise employment. It signifies a considerable change to the benefit system, to combine six existing means-tested benefits into a single monthly payment. The benefits being replaced ("legacy benefits") are:
 - Income support
 - Jobseekers allowance
 - Employment & support allowance
 - Working tax credit
 - Child tax credit

- Housing benefit (HB)

2.2. This change intends to reduce complications of the benefit system for applicants and smooth the transition into employment. It was also intended to reduce the Department for Work and Pensions' (DWP) costs of administering all the above benefits and increasing employment. The DWP's most recent estimate is that an additional 200,000 people will enter work under UC.

3. Current National Situation

3.1. As of November 2018, there were almost 1.26 Million residents in receipt of UC. Full UC service started operating in all job centre areas from December 2018 so all new working age claims and those with a significant change in circumstances will be made for UC. This means the number of households receiving UC are increasing steadily over time. Evidence from other areas is that approximately 1/3 of all Housing Benefit claimants have naturally moved to UC two years after full service was implemented.

3.2. There are still a number of exceptions, mainly linked to the ongoing development of the UC software and regulations. These include:

- Families with three or more children, who will not be able to make a claim for UC until January 2019 at the earliest.
- People who are severely disabled, for whom no date has yet been given for when they will be able to apply for UC.
- A number of categories of rent costs which will continue to be paid by HB, even though the tenants will also be claiming UC - examples are temporary accommodation and specialist supported accommodation.

3.3. The plan to move all remaining claimants across to the new system is called 'Managed Migration'. It is expected this will start in Autumn 2020 to be completed by the end of 2023. Draft regulations are currently being consulted on, but there remains no information about how the process will be organised and if this will be based on geographic local, benefit type or Job centre. A small scale pilot to migrate no more than 10,000 claimants is due to take place in Harrogate starting from July 2019.

4. Experiences of Universal Credit for Dacorum

4.1. From December 2018, the final job centre went live with UC in Dacorum. It was predicted that there would be a gradual increase in the number of UC claims as and when residents' circumstances change. While it was estimated by April 2019 an additional 750 residents in private and housing association accommodation and 250 DBC tenants will have moved to UC, this figure is actually much higher with 517 DBC tenants receiving UC.

4.2. Current financial position of the Housing Service – HRA

4.2.1 One of the biggest risks is that tenants directly receive the housing element of UC, whereas HB is awarded as a direct credit to the rent account. When managed migration has completed this will affect about 2,900 council tenants.

- 4.2.2 Following some changes in the processes and management structure of the Income Team, we were able to keep rent arrears for DBC tenants below target in 2018/19. This is despite considerably higher arrears for those on UC. Alongside the 1% rent reduction which continues until April 2020, this adds further pressure to the HRA Business Plan and ability to invest in both new homes and improvements to existing stock, as well as the ability to provide a quality housing service.
- 4.2.3 With the increase in claimants overall rent arrears for those on UC are now just under £345,000. Of the 517 claimants, 74% are in rent arrears and this figure is considerably higher than those in receipt of Housing Benefit.

Average rent arrears for tenants in receipt of some Housing Benefit	£179.22
Average rent arrears for tenants on Universal Credit	£668.28

While concerning, the UC rent arrears is reflective of other Local Authorities with the average being £662.56. The average arrears for Housing Benefit claimants is lower in Dacorum than national averages at £262.50.

- 4.2.4 Despite only 5% of all tenants being on UC, 21% of the total rent arrears are owed by these claimants. This shows the considerable impact of UC on arrears. Peers such as St Albans and Welwyn and Hatfield have already had a larger roll out of UC in their areas and both have decreased their rent collection targets in line with this. With total rent arrears at 3.39% in April 2019, and further action taken to mitigate the impact of UC, the DBC Housing Service target for rent arrears at April 2020 will remain at 4%.
- 4.2.5 The general trend experienced is that arrears will hit a peak after 6-10 weeks but they will lower slightly as tenants get used to this method of payment, however they will never return to the original level due to the 5-week delay in payment. 31% of DBC tenants on UC owe over £1000, which is a considerable risk to the ability to recover all debts.
- 4.2.6 We have predicted this will lead to an increase in irrecoverable bad debt and evictions which is a concern for further homelessness. We have already had Debt Relief Orders for 2 tenants causing their arrears to be written off. We have increased our provision for irrecoverable debts to £975,000 to manage this change.

4.3. Impact on resources

- 4.3.1 As well as the financial impact, it is very clear from the cases over the past 6 months that UC claimants require more support, advice and time from Housing staff than those claiming HB. This has increased the workload and pressure for Officers in a number of teams, specifically the

Income Team where it takes them away from supporting other tenants and addressing non UC rent arrears.

- 4.3.2 One of the main experiences is how confusing the system is and understanding whether Universal Credit or Housing benefit should be claimed. The below examples are experiences of the Income Team

“A tenant moved in to a council flat early February and was advised to claim Housing benefit as they were in receipt of Personal Independent Payment (PIP). They did this immediately but should have been claiming UC. After their Income Officer worked with them to understand this a new UC claim was made the beginning of March. The DWP refused a backdate and the tenant has lost over a month of income putting them in rent arrears, adding to their anxiety and had to ask family to help out.”

- 4.3.3 Some tenants are still in receipt of “legacy” benefits eg Employment & Support Allowance for their living costs in addition to Universal Credit for their Housing costs. If their entitlement to UC living costs is lower amount than the ESA they actually receive, the difference is deducted from the amount of UC they receive for housing costs. This leaves them on a reduced income.

“Extensive support was given to a tenant with severe anxiety issues who was previously a victim of DV and had trust issues. The Housing Officer – Income was a key link between the tenant and the Job Centre to help explain UC payments to tenant and understand why a managed payment directly to DBC wouldn’t cover the rent and that they needed to pay extra from their fortnightly ESA payments.”

- 4.3.4 A regular problem has occurred with tenants who are working age in Supported Housing. Those living in DBC Sheltered schemes are not considered as formal Supported Housing by the DWP and are required to apply for UC.

“A tenant who is working age, on ESA and living in one of our sheltered schemes was told to apply for UC when he moved in. He was told by the DWP he would need to claim HB as was living in supported housing but the HB department at the council highlighted this is sheltered housing and as he does not have 24 hour support at the scheme he should be on UC. This has caused delay in payment, frustration and inconvenience to the tenant who has lost confidence in the advice he has been given.”

- 4.3.5 UC journals must be completed regularly to evidence claimants are searching for work. Sanctions are given to those who don’t carry out their claimant commitment. This can have a huge impact, particularly on those with vulnerabilities.

“A new tenant, housed from our homeless hostel received a 109 day sanction on their living cost element of UC. Housing costs were still paid but he was not receiving any money for food, gas or electricity. The Housing Officer – Income and DENS support worker are helping to appeal against the sanction and the tenant to understand the situation and what is required as they were not aware that a managed payment could be requested through the online journal. It has now been identified that he has severe gambling issues and due to the very high level of rent arrears he is facing eviction and being made homeless again.”

- 4.3.6 Many tenants will try to find work rather than making an initial claim or notifying their income Officer. In particular those who are self employed due to the extensive evidence required to assess their UC claim. This

often leads to a period where no income is received at all until new employment is found or a new UC claim is completed and all paperwork is provided to the DWP.

- 4.3.7 In 7 reported cases so far, where one joint tenant has left the property the remaining tenant only receives housing costs based on 50% of the rent liability. The 5 week wait means tenants and Housing Officers are not aware that this is happening and limit the amount of time to apply for a mandatory reconsideration of the decision often leaving the tenant having to find the extra housing cost from the rest of their UK award.
- 4.3.8 While work has been done with the Job Centre to understand the rent liability for 'untidy tenancies', the UC claim form does not allow more information to ensure that this can be resolved at the application stage. Template letters have been given to tenants in this situation to support them to appeal once the incorrect decision is made however this create unnecessary work and distress to tenants in this situation.
- 4.3.9 An additional concern with joint tenancies is that two people living in a household claiming UC will only have one joint claim and one monthly payment into one bank account. This is a serious concern for safeguarding and domestic abuse and we have found that encouraging financial independence is important in supporting victims of abuse.
- 4.3.10 In addition to working with tenants to understand and support them, a number of areas have caused an increased workload to the housing team.
- The Landlord portal was set up incorrectly so all managed payments have to be requested by email and not through the portal
 - Managed Housing payments are made to DBC every 4 weeks but the tenant is paid the rest of their UC on a monthly basis. This leads to one period where no payment is received for 8 weeks making it hard to identify if this is expected of if the UC award has stopped for some reason
 - The Job Centre are limited in what information they can tell Housing Officers and the UC helpline will only provide details of amounts and dates of payment if a managed payment has been accepted by them.
 - The DWP do not always accept a request for a managed payment even if the tenant has a considerable vulnerability and paying housing costs directly to them is likely to cause hardship.
 - If the tenant is claiming Discretionary Housing Payment this automatically goes directly to the tenant – even if made on ground of preventing homelessness. An application can be made for this to go directly to their landlord.

4.4. Impact on Homelessness

- 4.4.1 Those living in temporary accommodation will continue to receive legacy benefits and not be forced to receive UC however the numbers of those approaching the Council because they are homeless has increased. If you replicate the rent arrears for other Social Housing providers and the

Private rented sector this is a significant concern especially with tenants having less security.

- 4.4.2 The Housing Reduction Act has increased the Councils responsibility for those at risk of homelessness. Coupled with increased evictions due to rent arrears and the refusal of some private landlords to accept those on UC, there continues to be pressure on our ability to provide temporary accommodation.

4.5. Impact on wider council services

- 4.5.1 The above has had a knock on effect on contact through the Customer Service Unit. The number of general enquiries and requests for advice has increased putting pressure on all services that deal with such enquiries.
- 4.5.2 The Community Partnerships Team currently contributes to a number of contracts with partners who are going to be significantly affected by UC. It is likely the current arrangements might need to be reviewed in light of changing priorities and focus as more residents move to UC.
- 4.5.3 There is considerable evidence of the impact of UC on resident's health and wellbeing. Many reports have highlighted the increase in suicide threats and reliance on families and friends to provide financial support putting pressure on relationships.

4.6. Experiences of Universal Credit in the community and voluntary sector

- 4.6.1. The payment made to Local Authorities to arrange digital and budgeting support for new claimants has stopped and the Citizens Advice have been contracted by the DWP to provide this service to all residents. They have found that the uptake for the new national telephone and webchat Help to Claim service and Personal Budgeting Support has been slow across the country and locally further publicity is planned. They are also working to ensure all community partners are aware of the local service to Dacorum residents.
- 4.6.2. Generally those who support tenants and residents with making an application have had mixed experiences. For those who are confident online and have no support needs, the ability to apply online and use the online journals does not present any issues. Additionally the prospect of moving into work and not having Universal Credit stopped immediately seems positive.
- 4.6.3. Where a resident has a vulnerability or support need, such as a learning disability or mental health condition, partners have found the number of steps in the claim process is confusing put them at risk of not receiving any or the right amount of benefits as well as causing worry and anxiety. As a result it is more involved than expected and more help is needed.
- 4.6.4. Claimants are also required to regularly update their online journal and those with vulnerabilities found that the filling in of this is challenging. Support workers are unable to do this for them as they are required to

log 35 hours of job searching, job applications and interviews each week and as a consequence of this, there is a much higher risk of this group having their benefits sanctioned.

4.6.5. Nationally there has been a large increase in use of foodbanks and this has been identified in Dacorum. There was a 44% increase in food vouchers issued from January to April 2019 which compared to a 11% increase on the previous quarter. Whilst it cannot be directly attributed to Universal Credit, this was the biggest change in circumstances over this period. The Citizens Advice Dacorum are in discussion with the FoodBank and Trussell Trust for ways to pinpoint this more precisely.

5. Our current approach

- 5.1. A positive relationship has been built with Hemel Hempstead Jobcentre and since the new DWP partnership manager started in Dacorum a regular monthly operational meeting takes place between DBC departments and relevant DWP representatives. Job centre work coaches will be shadowing the Income team over a number of days in June. This will improve their knowledge of housing cases build stronger relationships.
- 5.2. A quarterly strategic meeting between DBC departments and the community and voluntary representatives looks at partnership working to support residents.
- 5.3. Housing Teams have received training from a specialist welfare benefits organisation. This gave guidance on some of the more complex cases and has allowed us to maintain a relationship with the organisation who provide advice and guidance on challenging incorrect decisions.
- 5.4. In anticipation for the increase of UC claimants from December 2018, patches for Housing Officers - Income were reviewed and a reduced are given to one officer to focus on specific UC cases and support the team. A dedicated 2 year fixed post has now been recruited and will take over this role to ensure risks in rent collection are reduced.
- 5.5. New Key Performance Indicators have been set up to monitor the monthly impact of rent arrears from tenant in receipt of Universal credit. This informs decisions regarding resources and our approach and can ensure we are learning from our experience so far to remain proactive and ahead of future challenges.

6. Next steps

- 6.1. The Council will continue to work with other Housing Providers and groups like the Chartered Institute of Housing and National Housing Federation to share the impact and aspects of the policy that are less effective to influence changes that meet the wider aims of UC to reduce dependence of the welfare system and incentivise employment. This includes attendance at conferences and meeting with other Housing Providers to understand their experiences and learn from any best practice for us to implement.

- 6.2. The Housing Service will implement a new rent arrears module by Orchard Housing in October 2019. This system will link to the existing IT system but use payment history and knowledge of UC claims to identify tenants that are at higher risk of arrears. Focussing Housing Officers on those in greatest needs will ensure resources are directed to those who need it most and can have the greatest impact.
- 6.3. Following training in February, a number of smaller changes will be made in how the Income Team manage standard rent arrears cases. These include considering an introduction of automated text messaging for one or two week arrears, reviewing wording on letters and updating the rent arrears procedure. It is expected this should reduce overall arrears to ensure that more complex cases receive the support needed.
- 6.4. It is still unknown exactly when and what Managed Migration will look like. Information from an initial DWP consultation was concerning with suggestions that existing benefit claimants will be written to and given a month to make a new UC application before their old claims were cancelled. For those who have literacy problems, are not confident using online forms or don't have internet access at home this could present considerable challenges and risk.
- 6.5. While we have details of existing HB claimants and therefore can make contact with this group to give them information about this process, this needs to be timely once all details are received of the roll out. Evidence suggests one-to-one home visits is the most effective way to reach this group but with over 2400 working age HB claimants, this could be a considerable time and resource commitment. More information is likely to be provided after the pilot has taken place in Harrogate later this year.
- 6.6. A whole council approach will be required to ensure that effective communications are provided to residents and tenants prior to the managed migration. Continued internal working partnerships between Housing, Revenue and Benefits, community partnership and communications will ensure a coordinated approach to reduce risk and share resources where possible.

7. Conclusion

- 7.1. The roll out of UC has had a financial impact on many households moving onto this welfare benefit. There is and will continue to be an increase in need for advice and support during the process, and this will have a significant effect on the Council and voluntary organisations in the Borough.
- 7.2. Experience from the housing sector as a whole has shown that rent arrears of those on UC are significantly higher than those on HB. Overall evidence show there is an increased reluctance for private landlords to accept UC claimants and the level of arrears have increased the pressure on the Councils Homeless and advice teams.
- 7.3. While evidence from the DWP suggestions claimants have increased the total hours they are in employment, there is an increased reliance on the

community and voluntary sector for support and advice, food parcels and grants.

- 7.4. A coordinated approach involving a number of departments across the Council aims to reduce this risk through focusing resources to target areas of greatest impact. Implementing task and finish groups will enable outcomes in areas such as delivery of an internal and external communications brief and building effective partnerships with the DWP and the Community and Voluntary sector.
- 7.5. There has been considerable attention on UC at a local and national level causing concern about the impact this will have on the Council and its residents. While steps can be taken to reduce the risk, it should be expected that this will put significant pressure on communities, finance and resources. With limited information at this time best guess judgements will continue to be reviewed in partnership with neighbouring authorities.

Community Impact Assessment

Name and description of project, policy or service	
<p>Universal Credit report for Homes and Communities and O&SC</p> <p>The report sets out the current situation of Universal Credit (UC) on a national basis and more specifically for Dacorum. It highlights the experiences of the Housing Service since full roll out and some of the concerns of the system and what this means for residents, for other agencies and partners and for DBC as a stock retaining Local Authority. It also sets out the approach being taken by the Council to reduce the risk of UC implementation on our residents, voluntary sector partners and ability to provide a quality service.</p>	
Identifying the impact of this project, policy or service on the community and environment	
	<p>Questions to explore:</p> <p>What positive impact will your project, policy or service have?</p> <p>What negative impact will your project policy or service have?</p> <p>How will you ensure any negative impact is limited?</p> <p>What is the impact of doing nothing?</p>
<p>On the community in general e.g. social or economic benefits, negative impacts</p>	<p>There is a financial risk to residents in Dacorum who will be in receipt of Universal credit. There has been an increased number of residents in poverty and needing to use local services like Food banks and Citizens Advice Dacorum. The report sets out some of the evidence from other areas and support agencies and details how the council will work in partnership to reduce this impact. The aim of Universal credit is to increase the number of people in employment and working closely with the DWP will enable us to work towards this goal and help communities prosper.</p>
<p>On the council as an organisation e.g. on staff, services or assets</p>	<p>A number of departments within the council will find financial pressure and increased demand due to the introduction of Universal Credit. This will include our ability to collect rent and charges from residents, increase use of agency staff due to moving deadlines and lack of information about the roll out and increase on demand on homelessness and housing advice service. The details set out in the report detail the current and next steps the Housing Service are focusing on to effectively address these with operational changes such as restructuring income services and looking at dedicated resources for UC cases.</p>
<p>On the protected characteristics Age, disability, gender reassignment, marriage and civil partnership, pregnancy and</p>	<p>It is understood that Universal Credit could adversely affect those with disabilities and those who don't speak English and have difficulty accessing information online and over the</p>

Community Impact Assessment

<p>maternity, race, religion or belief, sex, sexual orientation (Specify where impacts are different for different characteristics)</p>	<p>phone. These groups will be considered in any actions plans to ensure additional support is aimed at these groups. Residents who are of pensionable age will not be affected.</p>	
<p>On the environment e.g. effects on the climate, trees, amenity space, biodiversity, water, energy, waste, material use, air quality</p>	<p>No impact</p>	
<p>On the specific target community / location e.g. if the project is based in a specific area or targeted community group</p>	<p>Universal credit is aimed at those who are on low incomes and working with partners we will ensure these groups can receive the support they need to prevent further hardship and poverty.</p>	
<p>Outline the approach you took to identify the need for this project, policy or service. Please include use of research, data and consultation with residents and/or staff.</p>		
<p>A number of reports from organisations such as Citizens Advice, CPAG, Shelter, National Housing Federation and the National Audit Office have helped identify the current impact of Universal Credit. We have also used information about existing claimants and their payment history and carried out focus groups with residents already in receipt of Universal credit to inform us of support we can provide.</p>		
<p>Which commitment(s) does this policy, project or service support from the Equality and Diversity</p>		
<p>We know who our customers are We involve our customers in shaping and scrutinising services We represent the communities we serve.</p>		
<p>How will you review the impact, positive or negative once the project, policy or service is implemented?</p>		
<p>Action</p>	<p>By when</p>	<p>By who</p>
<p>Action plan set out by DBC Universal Credit working Group</p>	<p>2018 - 2023</p>	<p>UC Working Group chaired by Nigel Howcutt</p>

Completed by :

Name: Layna Warden

Role: Group Manager – Tenants and Leaseholders

Date: 22.05.19

Reviewed and signed off by relevant Group Manager:

Name:

Role:

Date

Reviewed June 2016

Agenda Item 11

Clerk:

Housing & Community Overview & Scrutiny Committee: Work Programme 2019/20

Scrutiny making a positive difference: Member led and independent, Overview & Scrutiny Committee promote service improvements, influence policy development & hold Executive to account for the benefit of the Community of Dacorum.

Meeting Date	Report Deadline	Items	Contact Details	Background information
3 July 2019	19 June 2019	Homelessness Reduction	Assistant Director, Housing Fiona.williamson@dacorum.gov.uk	
		Sports Strategy and Physical Activity Action Plan.	Linda Roberts, Alex Care and Matt Rawdon	
		ASB	Assistant Director, Housing Fiona.williamson@dacorum.gov.uk	
		Youth Connexions update	Karen Haswell YC Hertfordshire Area Team Manager (St Albans Dacorum) Services for Young People Karen.Haswell@hertfordshire.gov.uk	
		Year 5 Osborne Review	Assistant Director, Housing Fiona.williamson@dacorum.gov.uk	
4 September 2019	21 August 2019	Budget Monitoring Report Q1	Assistant Director, Finance & Resources Nigel.howcutt@dacorum.gov.uk	
		Housing Q1 Performance Report	Assistant Director, Housing Fiona.williamson@dacorum.gov.uk	
		Voids	Assistant Director, Housing Fiona.williamson@dacorum.gov.uk	
9 October 2019	25 September 2019			
6 November 2019	23 October 2019	Budget Monitoring Report Q2	Assistant Director, Finance & Resources Nigel.howcutt@dacorum.gov.uk	
		Housing Q2 Performance Report	Assistant Director, Housing Fiona.williamson@dacorum.gov.uk	
Joint Budget 3 December 2019		**** Joint Budget **** ****2020-2021**** ***** <i>Ideally no further items to be added</i>	Corporate Director, Finance and Operations James.deane@dacorum.gov.uk	

Clerk:

8 January 2020	25 December 2019			
Joint Budget 4 February 2020		<p>**** Joint Budget **** ****2020-2021****</p> <p>*****</p> <p><i>Ideally no further items to be added</i></p>	<p>Corporate Director, Finance and Operations James.deane@dacorum.gov.uk</p>	
4 March 2020	19 February 2020	Budget Monitoring Report Q3	<p>Assistant Director, Finance & Resources Nigel.howcutt@dacorum.gov.uk</p>	
		Housing Q3 Performance Report	<p>Assistant Director, Housing Fiona.williamson@dacorum.gov.uk</p>	

Items to be added:

- Rents and other charges